2221.

SUPREME COURT OF THE UNITED STATES.

No. 128.

ARTHUR MORGAN FOLEY, PLAINTIFF IN ERROR,

vs.

SAMUEL F. HARRISON, DEFENDANT, AND LOUIS LESASSIER, INTERVENOR.

IN ERROR TO THE SUPREME COURT OF THE STATE OF LOUISIANA.

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2222.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

ARTHUR M. FOLEY
vs.
SAMUEL T. HARRISON. } No. 425.

Petition. Filed 5th February, 1847.

To the honorable A. M. Buchanan, judge of the fifth district court of New Orleans, the petition of Arthur Morgan Foley, a resident of the parish of Assumption, in the State aforesaid, respectfully represents: That your petitioner is the bona fide owner and proprietor, by just and legal titles, of a certain tract of land, situate, lying, and being in the parish of Iberville, and described in the official plan of survey returned to the United States land office at New Orleans, by the surveyor general of the United States, as lots Nos. 1 and 2, (one and two,) of section No. three, the west half of section No. ten, and the northwest quarter of section No. fifteen, all in township eleven, range thirteen east, containing in all eight hundred and fifty-five acres and nine hundredths of an acre.

Your petitioner further represents that he acquired said tract of land on the 20th day of April, 1846, by letters patent from the State of Louisiana, numbered respectively Nos. 179 and 180, issued in conformity to the provisions of an act of the legislature of said State, approved March 25th, 1844, and which said land had been located by the State, under and by virtue of an act of Congress, approved on the 4th of September, 1841.

Your petitioner further represents that Samuel T. Harrison, of said parish of Iberville, but now of this city, has taken possession of said tract of land without any legal right or title thereto, and has committed damage and waste thereon, by destroying timber, to his damage one thousand dollars; and that the said Harrison is in possession in bad faith, and without title, and is legally bound to restore said land to your petitioner, and to pay him the damages and the value of the fruits of said land, which your petitioner values at ten thousand dollars.

Your petitioner therefore prays that the said Harrison may be duly cited to answer this petition, and that after due proceedings had your petitioner's title may be decreed to be good and valid in law; and that the defendant may be adjudged to surrender said tract of land to him, to be quieted in his title, and that he may recover his damages as aforesaid and the rents and fruits of the said property; and he prays for general relief.

(Signed) BULLARD & ILLSLEY,
For plaintiff.

Answer and calls in warranty and reconvention. Filed 5th February, 1847.

To the honorable the fifth district court of New Orleans, the answer of Samuel T. Harrison to the petition of A. M. Foley, filed in this court, respectfully shows:

That respondent denies all and singular the allegations of said petition, and denies that said plaintiff has any right or title to the lands therein described.

Respondent further says, that the lands described in said petition were originally purchased from the United States, according to law, by Robert Bell and Thomas Barrett, on or about the 16th May, 1836, and the proper certificates of the entry and of said purchase were issued and granted.

That the Citizens' Bank of Louisiana, afterwards became the owner of the whole of said lands so claimed by plaintiff, and of others by purchase at sheriff's sale, under execution of said Bank vs. said Robert Bell, (the said Bell having before that acquired the half interest of Thomas Barrett in said lands,) and the said sheriff's sale bearing date on the 19th September, 1839, and made in the parish of Iberville.

That said Citizens' Bank, by act before T. Seghers, notary public, of date 21st January, 1840, sold said lands with full guarantee to Geo. A. Botts and Abner Robinson jointly.

That said A. Robinson, by act before W. Y. Lewis, notary public, of date the 18th September, 1840, sold his interest in said lands to said George A. Botts.

That said G. A. Botts having become bankrupt, the said lands, with others, were sold by his assignee, F. B. Conrad, by act of date 3d February, 1844, passed before L. Hermann, esq., notary public, to Louis Lesassier, who was then, and still is, the cashier of the said Citizens' Bank, and was acting in the premises for the account and use of said bank.

That said Louis Lesassier, still being cashier as aforesaid, and acting for account of said bank, by act before C. Boudousquie, of date 29th February, 1844, sold the said lands to Mrs. Caroline S. Bell, widow of Robert Bell; and that said Mrs. Caroline S. Bell, by act before John B. Ferchaud, notary public, of the parish of Iberville, of date 9th May, 1844, sold to respondent the aforesaid lands, with full guarantee and subrogation to her rights of warrantee.

And respondent says, that he and his said vendors have held and enjoyed quiet possession of said lands, under the aforesaid good and valid titles, for more than ten years; wherefore he pleads prescription to plaintiff's said demand.

And respondent further says that he and his said vendors have made, in good faith, great improvements upon said lands, of the value of twenty thousand dollars and upwards, and have incurred heavy expenses thereon for taxes, levee dues and others; wherefore he says, that if he should be evicted from said lands, the said plaintiff is bound, first,

to reimburse to him the said amount of twenty thousand dollars, for improvements and expenses, and prays judgment, in case of eviction, for said amount against said plaintiff by way of reconvention.

And respondent further says that the said lands claimed by said plaintiff are well worth the sum of twenty thousand dollars; and, if he should be evicted therefrom, he is entitled to recover the said amount from his said vendors, and that he is subrogated to all warranties against all said vendors.

Wherefore he prays that said vendors, to wit, said Louis Lesassier, and said Citizens' Bank, by its proper officers, be cited herein to defend the title of respondent, and that in case he be evicted he have judgment over against said Citizens' Bank and L. Lesassier, for said sums of twenty thousand dollars for lands, and twenty thousand dollars for improvements, and respondent reserves his claim in warranty against all other vendors not cited herein.

And finally he prays that plaintiff's demand be dismissed; but if said plaintiff shall succeed, then for judgment over as aforesaid.

(Signed) BENJAMIN & MICOU,
Of counsel.

Citation.

State of Louisiana, fifth district court of New Orleans. The Citizens' Bank of Louisiana, through its proper officers.

You are hereby summoned to comply with the demand contained in the petition and answer in reconvention and call in warranty, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

Witness the honorable A. M. Buchanan, judge of the said [SEAL. court, this 15th day of February, in the year of our Lord 1847.

(Signed) O. LE BLANC, JR., *Dep. Clerk.*

A. M. FOLEY vs. S. T. HARRISON. } No. 425.

Sheriff's return.

Received 6th February, 1847, and on the same day served copy of citation and petition, answer in reconvention, and call in warranty on the Citizens' Bank, by handing the same to L. Lesassier, esq., their cashier, at their banking house, Toulouse street.

Returned 9th February, 1847.

(Signed) JOHN L. LEWIS, *Sheriff.*

Citation.

State of Louisiana, fifth district court of New Orleans.

Mr. LOUIS LESASSIER, *New Orleans.*

You are hereby summoned to comply with the demand contained

in the petition and answer in reconvention and call in warranty, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

[SEAL.] Witness the honorable A. M. Buchanan, judge of the said court, this 5th day of February, in the year of our Lord 1847.

(Signed) O. LE BLANC, JR., *Dep. Clerk.*

A. M. FOLEY
vs.
S. T. HARRISON. } No. 425.

Sheriff's return.

Received 6th February, 1847, and on the same day served copy of citation, petition, answer in reconvention, and call in warranty, personally on Louis Lesassier.

Returned 9th February, 1847.

(Signed) JOHN L. LEWIS, *Sheriff.*

Citation.

Mr. ARTHUR MORGAN FOLEY, *of the parish of Assumption.*

State of Louisiana, fifth district court of New Orleans.

You are hereby summoned to comply with the demand contained in the answer in reconvention and call in warranty, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in twenty-five days after the service hereof.

[SEAL.] Witness the honorable A. M. Buchanan, judge of the said court, this fifth day of February, in the year of our Lord 1847.

(Signed) O. LE BLANC, JR., *Dep. Clerk.*

A. M. FOLEY
vs.
S. T. HARRISON. } No. 425.

Sheriff's return.

Received 6th February, 1847, and on the 8th of the same month, served copy of citation and answer in reconvention and call in warranty for A. M. Foley, personally on Bullard, esq., his attorney.

Returned 9th February, 1847.

(Signed) JOHN L. LEWIS, *Sheriff.*

Order.

(Silas Taylor to survey land.) 1st March, 1847.

ARTHUR M. FOLEY
vs.
S. T. HARRISON. } No. 425.

On motion of H. A. Bullard, esq., of counsel for plaintiff, it is ordered, that the land in controversy in this case be surveyed by Mr. Silas Taylor, a deputy surveyor of the United States, and that he return duplicate plats showing his operations, and exhibiting the connexion of the several tracts claimed by the plaintiff, with the balance of the plantation of the defendant, and with the surveys of the public lands, and showing also the extent and nature of the improvements and clearing on said tract.

Order.

(W. G. Waller joined to S. Taylor to make survey.)
24th March, 1847.

ARTHUR M. FOLEY
vs.
S. T. HARRISON. } No. 425.

On motion of Benjamin and Micou, esqs., of counsel for defendant, and with consent of the plaintiff's counsel, it is ordered, that the order made in this case on the 1st of March instant, for the survey of the land claimed in this suit, be so amended that W. G. Waller, a United States' deputy surveyor, be joined to Silas Taylor, the surveyor designated by the aforesaid order, and that they make jointly, and after due notice to the parties, the survey and report required by said order.

The rough draught is signed :

(Signed) BULLARD AND ILLSLEY,
For plaintiff.

(") BENJAMIN AND MICOU,
For defendant.

Exception of Citizens' Bank, filed 23d October, 1847.

To the honorable fifth district court of New Orleans, the exception of the Citizens' Bank of Louisiana respectfully shows :

That these respondents, while not admitting any of the allegations contained in the petition of the plaintiff, and in the answer of the defendant, deny specially the right of said defendant to call them in warranty, or that Louis Lesassier, in making the sale mentioned in said answer as having been passed on February 29th, 1844, by an act before Charles Boudousquié, notary public, acting on behalf of these respondents, or that the widow of Robert Bell, from whom the defendant

purchased, had the right and could transfer the right of calling these respondents in warranty; all of which appears from the acts mentioned in said answer, and from an act passed between the said widow Bell and these respondents, by an act before said notary Boudousquié, on the 29th of February, 1844.

Wherefore, these respondents pray to be hence dismissed with costs.

(Signed) LS. JANIN,
Attorney for respondents.

Intervention of Lesassier, filed 23d October, 1847.

To the honorable the fifth district court of New Orleans. the petition of intervention of Louis Lesassier, of the city of New Orleans, respectfully shows:

That he has an interest in this suit, and therefore prays leave to make himself a party to the same.

That he denies all and singular the allegations contained in the plaintiff's petition. That he admits and joins in all the allegations contained in the answer of the defendant, except that when making the sale of the land in dispute to the widow of Robert Bell, by an act passed before Charles Boudousquié, notary public, on the 29th of February, 1844, he acted for and on behalf of the Citizens' Bank of Louisiana. This intervenor, on the contrary, avers that he then acted for his own account, and that the defendant can call in warranty only the widow Bell, from whom he purchased; and that the said widow could only transfer such rights of warranty as she had herself.

And this intervenor further shows, that the defendant bought the land sued for in this case of Caroline Butler, the widow of Robert Bell; that said widow Bell bought it of this intervenor, and that this intervenor bought it of F. B. Conrad, assignee of George A. Botts, a bankrupt; that said Botts and the late Abner Robinson bought the same of the Citizens' Bank of Louisiana; and the said Robinson shortly thereafter sold his undivided half thereof to the said G. A. Botts, as will appear from the various acts of sale which are fully mentioned and described in said answer; but he avers that the said Botts and Robinson bought said land in reality from Robert Bell and Thomas Barrett, and not from the Citizens' Bank, although by consent and by agreement between said parties a different appearance was given to the transaction, as will appear from what follows, viz:

The intervenor shows, that in the year 1839 the plantation of which the land herein sued for forms part, was the joint property of Thomas Barrett and Robert Bell; that the said Citizens' Bank had then a mortgage on said plantation, and the slaves thereto attached, amounting to about fifty thousand dollars; that said Barrett had granted other special mortgages upon his half of said property, posterior in rank to that of the Citizens' Bank; that many judgments rendered against the said Thomas Barrett had been recorded in the parish of Iberville, and bore as judicial mortgages upon the said property; that the said Bell and

Barrett being desirous of selling, and the said Botts and Robinson of purchasing, said property, and having agreed upon the price, viz, seventy-five thousand dollars, but finding themselves impeded by the large amount due in cash to the said Citizens' Bank, and also by the aforesaid judicial mortgages, made an application to the said Citizens' Bank, to the following effect, to wit: That the said bank should sue out an order of seizure and sale against the said property; have it offered at sheriff's sale; buy it in for seventy-five thousand dollars; pass thereafter a sale to the said Bell and Barrett for the same price, on the footing of cash; grant them a long delay for the payment of said sum, by taking their notes bearing mortgage and eight per cent. interest; take out of said notes an amount exactly equal to the mortgage claim of about fifty thousand dollars, which said bank held upon said property, and surrender the remaining twenty-five thousand dollars of notes to the said Bell and Barrett, the notes to be received by the bank to bear a first, and those to be received by Bell and Barrett to bear a second, mortgage; that the said bank assented to said proposition; that it was executed in all its parts, and that from the premises it appears that the said Bell and Barrett were the real vendors to the said Botts and Robinson, and not the said Citizens' Bank; and that they, and not the said Citizens' Bank, are responsible in warranty to the said Botts and Robinson, and those holding under them.

Your petitioner shows that the said Thomas Barrett made a surrender of property in the late parish court of the parish of Orleans, on the 10th of May, 1840; that Lucien Hermann is the syndic of his estate; that Robert Bell has also departed this life, leaving a will by which he appointed and instituted Caroline Butler, his wife, his sole executrix and universal legatee; that said will has been duly ordered to be executed, and that said Caroline Butler has been qualified as executrix, and has also accepted said inheritance.

Petitioner shows, that by the aforesaid act of February 5th, 1844, the said F. B. Conrad, as assignee of G. A. Botts, transferred to him, in pursuance of the terms of the marshal's sale, all the said property, with all the rights and recourse of warranty enjoyed by said Botts; and that the said Botts had also purchased the undivided half of said property by the said act of September 18th, 1840, from Abner Robinson, with subrogation of warranty.

And whereas the petitioner is interested in the rejection of the demand of the plaintiff in this suit, he prays leave to intervene in the same as if he had been called in warranty by the defendant; that copies of this petition be served on the plaintiff and on the defendant; that they be cited to appear and answer the same; that copies of all the pleadings in this case be served on the said Caroline Butler, the widow, heir, and testamentary executrix of Robert Bell, residing in the parish of St. James, and on Lucien Hermann, the syndic of the creditors of Thomas Barrett; that they be cited to answer this petition; that the plaintiff's demand be rejected with costs; and that if there should be judgment in favor of the plaintiff, and against the defendant and this intervenor, a like judgment in damages be rendered against the said widow Bell, and

against the said Lucien Hermann, as syndic of the creditors of Thomas Barrett. And this petition prays for general relief, &c.

(Signed) LS. JANIN, *Att'y for pet'r.*

Order.

Let this petition in intervention be filed.

(Signed) A. M. BUCHANAN, *Judge.*

23d October, 1847.

Citation.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

Mr. Arthur Morgan Foley, residing in the parish of Assumption.

You are hereby summoned to comply with the demand contained in the petition in intervention, of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in twenty-five days after the service hereof.

Witness the honorable A. M. Buchanan, judge of the said court, this 23d day of October, in the year of our Lord 1847.

(Signed) P. LE BLANC, *Clerk.*

A. M. FOLEY, vs. S. T. HARRISON. } No. 425.

Sheriff's return.

Received October 30th, 1847.

(Signed) A. F. HICKMAN, *Sheriff.*

Received the within citation, together with copy thereof and copy of petition in intervention, on the day herein endorsed according to law; and on the 3d day of November, 1847, executed said process, by leaving the copies aforesaid in the hands of A. M. Foley, whereof this is my return.

Parish of Assumption, November 3d, 1847.

(Signed) A. F. HICKMAN, *Sheriff.*

Citation.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

Mr. Samuel T. Harrison, residing in New Orleans.

You are hereby summoned to comply with the demand contained in the petition in intervention, of which a copy accompanies this citation,

or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

[SEAL.] Witness the honorable N. M. Buchanan, judge of the said court, the 23d day of October, in the year of our Lord 1847.

(Signed) P. LE BLANC, *Clerk.*

A. M. FOLEY
vs.
S. T. HARRISON. } No. 425.

Sheriff's return.

Received 26th October, 1847. Defendant could not be found, after diligent search made for him.

Returned 4th November, 1847.

(Signed) JNO. L. LEWIS, *Sheriff.*

Citation.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

Mrs. Caroline Butler, widow, and heir, and testamentary executrix of Robert Bell, residing in the parish of St. James.

You are hereby summoned to comply with the demand contained in the petition in intervention, &c., of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in twenty days after the service hereof.

[SEAL.] Witness the honorable A. M. Buchanan, judge of the said court, this 23d day of October, in the year of our Lord 1847.

(Signed) P. LE BLANC, *Clerk.*

A. M. FOLEY
vs.
S. T. HARRISON. } No. 425.

Sheriff's return.

Received the 12th of November, and on the 13th served a copy of the within citation, petition annexed, by leaving said copies with Mr. R. C. Nicholas himself, at his domicil at the parish of St. James; of all which I make this my return.

St. James, 13th November, 1847.

For E. ORY, *Sheriff*,
(Signed) M. GAUTIER, *Deputy.*

Citation.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

Mr. Lucien Hermann, syndic of the creditors of Thomas Barrett.

You are hereby summoned to comply with the demand contained in the petition in intervention, &c., of which a copy accompanies this citation, or deliver your answer to the same in the office of the clerk of the fifth district court of New Orleans, in the city of New Orleans, in ten days after the service hereof.

[SEAL.] Witness the honorable A. M. Buchanan, judge of the said court, this 23d day of October, in the year of our Lord 1847.

(Signed) P. LE BLANC, *Clerk.*

A. M. FOLEY
vs.
S. T. HARRISON. } No. 425.

Sheriff's return.

Received 26th October, 1847, and on the 3d of November, 1847, served copy of citation and intervention on Lucien Hermann, syndic of Thos. Barrett, personally.

Returned 3d November, 1847.

(Signed) JNO. L. LEWIS, *Sheriff.*

Answer of C. Bell.

Filed 13th November, 1847.

To the honorable fifth district court of New Orleans.

The answer of Caroline S. Bell, the widow of Robert Bell, respectfully shows:

That she denies all and singular the allegations contained in the petition of A. M. Foley, in the answer of Samuel T. Harrison, and in the petition of intervention of Louis Lesassier, so far as they are not herein specially admitted.

She admits that she is the executrix and universal legatee of the late Robert Bell, and has accepted said universal legacy; and she also avers that the plaintiff has no title or valid claim to the lands sued for in this suit; and that, on the contrary, the defendant, Samuel T. Harrison, has such a title to the same, and ought to be maintained in the property and possession thereof.

Wherefore she prays that the plaintiff's petition be dismissed, with costs, and for all such other and further relief as the nature of the case may require.

St. James, November 10th, 1847.

For C. S. BELL,
By her attorney,
(Signed) ROBERT CARTER NICHOLAS.

Testimony.

Filed 1st December, 1847.

A. M. FOLEY
vs.
S. T. HARRISON.

Testimony taken in open court, 1st December, 1847.

Plaintiff offers in evidence the State patent, marked A, now filed; also the State patent B, now filed; also an extract from a letter from the Commissioner of the General Land Office, dated 24th December, 1845, now filed, and marked C; also a letter from the register of the land office in this city, dated 13th November, 1845, to the Commissioner of the General Land Office, now filed, and marked D.

Plaintiff also offers in evidence the report of the surveyor, and plan thereto annexed, filed in this case on the 23d November, 1847.

Defendant files a statement of his evidence, marked E.

Robert J. Ker, witness for defendant, sworn: Is register of the land office in this city, and the statement No. 22, now filed, signed by him, is correct; that the plaintiff obtained from the State a float at three dollars an acre, and afterwards went with this float and located these lands. That it appears, from document No. 16, defendant, through John Laidlaw, made an application; and witness, in issuing the float, declined to specify any lands on which it should be located. That on the 19th March, 1847, Mr. Illsley, one of plaintiff's counsel, addressed to him a letter, requesting witness to issue a patent for the land which Foley had located under his floating warrants; and witness declined doing so without consulting with the attorney general. Witness refused because he had some misgivings as to whether it would be right for him to do so, inasmuch as he had previously received a letter from I. T. Preston, late attorney general, containing an official opinion, which is in evidence in this case, and marked No. 20 Witness consulted with Mr. Elmore, the new attorney general, and said he was in doubt as to whether witness ought or ought not issue the patents; but the Governor of the State, being in Elmore's office at the time, directed witness to issue the patents, and that would bring up the title. The issuing of State patents is merely a State regulation, under the State law of 1844, creating the land office. John Laidlaw, who made the entries mentioned in document No. 22, he believes to be the son of Peter Laidlaw, the late register of the land office in New Orleans. Knows that John Laidlaw was in the office whenever witness had occasion to go to the land office on business.

Being asked whether he had any knowledge of the truth of the certificate endorsed on warrant No. 14, which is mentioned in document 22, he says, he has no personal knowledge of the truth of it; that, knowing that John Laidlaw was always in the land office, witness supposed him to be well informed on the subject, and witness required

a certificate under the opinion of Attorney General Preston, contained in document No. 20.

State patent marked "A."

Filed 1st December, 1847.

Record of conveyances: Book No. one, entry No. 54. 4th June, 1847.

No. 179.

THE UNITED STATES OF AMERICA, *State of Louisiana*

Whereas Arthur Morgan Foley, esq., of the parish of Assumption, has exhibited and deposited in the State land office a certificate from the register of the United States land office, for the southeastern district of Louisiana, from which it appears that, in virtue of warrant number forty-six, issued by the State of Louisiana, said Foley has located west half of section ten and northwest quarter of section No. fifteen, in township No. eleven, of range No. thirteen east, containing 484 $\frac{74}{100}$ acres, according to the official plat of the survey of the said lands returned to the United States land office by the surveyor of the United States, for the State of Louisiana; which said tracts have been duly located, as appears by said register's certificate.

Now know ye, that the State of Louisiana, in consideration of the premises, and in conformity with the act of the legislature of the twenty-fifth day of March, eighteen hundred and forty-four, *have* given and granted, and by these presents do give and grant, unto the said Arthur Morgan Foley, and to his heirs or assigns, the said tract above described. To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatever nature thereunto belonging, unto the said Arthur Morgan Foley.

In testimony whereof I, Isaac Johnson, governor of the State of Louisiana, have caused these letters to be made patent, and the seal of the land office of the State of Louisiana to be hereunto affixed.

Given under my hand, at the city of New Orleans, this twentieth day of April, in the year of our Lord one thousand eight hundred and forty-six, and in the independence of the United States the seventieth.

By the Governor:

[SEAL.] (Signed) ISAAC JOHNSON,
(Signed) ROBERT J. KER,
Register of the land office.

Recorded, vol. one, page 60.

STATE OF LOUISIANA, *parish of Iberville.*

I, Louis Petit, recorder in and for the parish of Iberville, do hereby certify, that the within land patent was duly recorded in my office on the 4th day of June, A. D. 1847, in my record of conveyances, book No. 1, entry No. 54.

[SEAL.] In testimony whereof I have hereunto set my hand and seal of office this nineteenth day of July, A. D. 1847.

(Signed) L. PETIT, *Recorder.*

State patent marked "B."

Filed 1st December, 1849.

Record of conveyances: Book No. one, entry No. 53. 4th June, 1847.

No. 180.

THE UNITED STATES OF AMERICA, *State of Louisiana.*

Whereas Arthur Morgan Foley, esq., of the parish of Assumption, has exhibited and deposited in the State land office a certificate from the register of the United States land office, for the southeastern district of Louisiana, from which it appears that, in virtue of warrant number forty-five, issued by the State of Louisiana, said Foley has located lots one and two, of section No. three, in township No. eleven, of range No. thirteen east, containing three hundred and sixty-seven $\frac{85}{100}$ acres, according to the official plat of the survey of the said lands returned to the United States land office by the surveyor of the United States for the State of Louisiana; which said tract has been duly located, as appears by said register's certificate, and contains three hundred and sixty-seven $\frac{85}{100}$ acres.

Now know ye, that the State of Louisiana, in consideration of the premises, and in conformity with the act of the legislature of the twenty-fifth day of March, eighteen hundred and forty-four, *have* given and granted, and by these presents do give and grant, unto the said Arthur Morgan Foley, and to his heirs or assigns, the said tract above described. To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatever nature thereunto belonging, unto the said Arthur Morgan Foley, for and in consideration of the minimum price of three dollars per acre.

In testimony whereof I, Isaac Johnson, governor of the State of Louisiana, have caused these letters to be made patent, and the seal of the land office of the State of Louisiana to be hereunto affixed.

Given under my hand, at the city of New Orleans, this twentieth day of April, in the year of our Lord one thousand eight hundred and forty-six, and in the independence of the United States the seventieth.

By the Governor:

[SEAL.] (Signed) ISAAC JOHNSON,
ROBERT J. KER,
Register of the land office.

Recorded, vol. one, page 61.

STATE OF LOUISIANA,
Parish of Iberville.

I, Louis Petit, recorder in and for the parish of Iberville, do hereby certify, that the within land patent was on the 4th day of June, A. D. 1847, duly recorded in my office in my record of conveyances, book No. 1, entry No. 53.

In testimony whereof I have hereunto set my hand and seal of office, this nineteenth day of July, A. D. 1847.

[SEAL.] Signed, L. PETIT, *Recorder.*

Document marked C.

Filed 1st December, 1847.

Extract of a letter of the Commissioner of the General Land office, dated General Land Office, December 24th, 1845.

SIR: In answer to your communication of the 13th ult., I have to inform you, that the W. ½ section 10, and N. W. ¼ section 15, in township 11 R. 13 E., New Orleans district, cancelled on 18th September, 1844, is regarded as public land, subject to the operations of the 8th section of the act of 4th September, 1841, (said tract forming the compact parcel required by law,) liable, of course, to any valid right which may have or may exist at the date of the selection of the State.

After the cancellation of a pre-emption claim, if the land is not otherwise interfered with or reserved, it is considered public land, subject to be located by the State, under the 8th section of the act of 4th September, 1841.

LAND OFFICE, NEW ORLEANS,
March 8th, 1846.

I hereby certify, that the foregoing is a true and correct extract from the original letter of the Commissioner of the General Land Office, addressed to, and received at, this office, now on file.

Signed, PETER LAIDLAW, *Register*.

Document marked D.

Letter from register of land office at New Orleans to the Commissioner of the General Land Office at Washington City. Filed 1st December, 1847.

LAND OFFICE, NEW ORLEANS,
November 13th, 1845.

SIR: Doubts being entertained as to the construction of the act of 26th August, 1842, entitled "An act to confirm the sales of public lands in certain cases," it becomes proper to ask explicit instructions from the department on the subject for the future government of this office.

Cancelled entries of floats, emanating from the Houmas claim, and others under the 3d section of the act of 19th June, 1834, are by the above mentioned act exempted from the operations of the pre-emption privilegs of the act of 4th September, 1841; and it is contended that further than this, neither the laws nor instructions of the General Land Office have any bearing; the act of 26th August, 1842, taken abstractly, would seem to favor such a conclusion; but a question arises, whether the law was not intended to be more general in its application, and exclude also the State of Louisiana, acting under the 8th section of the

law of 4th September, 1841, from selections and locations of the lands cancelled as above mentioned; if not, while pre-emptors, who are generally poor, are debarred the privilege of locating a quarter section of land, a wide door is opened for the moneyed speculator to further enrich himself by purchasing from the State.

An inquiry has been made by the locating agent of the State for W. ½ sec. 10, T. 11, range 13 E., and NW. qr. sec. 15, T. 11, R. 13 E., cancelled by instructions of 18th September, 1844, to know if said selections will be permitted, and in the absence of an official application therefor, information is sought that, when the case does come up, it may be finally disposed of.

I have the honor to be, sir, very respectfully, your obedient servant,
Signed, PETER LAIDLAW, *Register.*

To the Hon. JAMES SHIELDS,
Commissioner of the General Land Office, Washington City.

LAND OFFICE, NEW ORLEANS,
March 18th, 1846.

I certify that the foregoing is a true copy of the original letter, transmitted to the General Land Office at Washington.
Signed, PETER LAIDLAW, *Register.*

Statement of evidence E.

Has been withdrawn by Ls. Janin, esq., and not yet returned.

United States patent, marked No. 1.

Filed 1st December, 1847.

Pre-emption act of 1834, ninth series, certificate No. 106½.

The United States of America, to all to whom these presents shall come, greeting:

Whereas, Samuel T. Harrison, assignee of Louis Part and J. Bte. Decoteau, has deposited in the General Land Office of the United States a certificate of the register of the land office at New Orleans, whereby it appears that full payment has been made by the said Louis Part and J. Bte. Decoteau, according to the provisions of the act of Congress of the 24th April, 1820, entitled "An act making further provision for the sale of the public lands," and of the act approved 3d August, 1846, entitled "An act providing for the adjustment of all suspended pre-emption land claims, in the several States and Territories," for the lot number one, being the northeast fractional quarter, and the east half of the northwest quarter, of section three, in township eleven, (west of the Mississippi river,) and range thirteen east, in the district of lands subject to sale at New Orleans, Louisiana, containing one hundred and fifty-seven acres, according to the official plat of the survey of the said lands returned to the General Land Office by the

surveyor general, which said tract has been purchased by the said Louis Part and J. Bte. Decoteau.

Now know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress, in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Samuel T. Harrison, and to his heirs, the said tract above described; to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Samuel T. Harrison, and to his heirs and assigns forever.

In testimony whereof I, James K. Polk, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the first day of September, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States the seventy-second.

By the President:

[SEAL.] Signed, JAMES K. POLK.

Signed, JOS. S. WILSON,

Acting recorder of the Gen. Land Office ad interim.

Recorded vol. 8, page 219.

United States patent, marked No. 2.

Filed 1st December, 1847.

Pre-emption act of 1834, ninth series, certificate No. 107½.

The United States of America, to all to whom these presents shall come, greeting:

Whereas Samuel T. Harrison, assignee of Firmin Duplessis and Adolphe Bercegeay, has deposited in the General Land Office of the United States, a certificate of the register of the land office at New Orleans, whereby it appears that full payment has been made by said Firmin Duplessis and Adolphe Bercegeay, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "an act making further provision for the sale of the public lands," and of the act approved 3d of August, 1846, entitled "an act providing for the adjustment of all suspended pre-emption land claims in the several States and Territories," for the northwest quarter of section ten, in township eleven, (west of the Mississippi river,) of range thirteen east, in the district of lands subject to sale at New Orleans, Louisiana, containing one hundred and sixty-one acres, and thirty hundredths of an acre, according to the official plat of the survey of the said lands, returned to the General Land Office by the surveyor general, which said tract has been purchased by the said Firmin Duplessis and Adolphe Bercegeay.

Now, know ye, that the United State of America in consideration of

the premises, and in conformity with the several acts of Congress, in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Samuel T. Harrison, and to his heirs, the said tract above described; to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Samuel T. Harrison, and to his heirs and assigns forever.

In testimony whereof I, James K. Polk, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, the first day of September, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States the seventy-second.

By the President:

(Signed) JAMES K. POLK. [SEAL.]

(Signed) JOS. S. WILSON,

Acting recorder of the General Land Office ad interim.

Recorded vol. 8, page 220.

United States patent, marked No. 3.

Pre emption act of 1834, ninth series, certificate No. 109½.

Filed 1st December, 1847.

The United States of America, to all to whom these presents shall come, greeting:

Whereas Samuel T. Harrison, assignee of Hiram Bard and Charlotte Cooper has deposited in the General Land Office of the United States, a certificate of the register of the land office at New Orleans, whereby it appears that full payment has been made by the said Hiram Bard and Charlotte Cooper, according to the provisions of an act of Congress of the 24th of April, 1820, entitled "an act making further provision for the sale of the public lands," and of the act approved 3d of August, 1846, entitled "an act providing for the adjustment of all suspended pre-emption land claims in the several States and Territories," for the southwest quarter of section ten, in township eleven, (west of the Mississippi river,) of range thirteen east, in the district of lands subject to sale at New Orleans, Louisiana, containing one hundred and sixty-one acres and thirty-hundredths of an acre, according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general, which said tract has been purchased by the said Hiram Bard and Charlotte Cooper.

Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Samuel T. Harrison, and to his heirs, the said tract above described; to have and to hold the same,

together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Samuel T. Harrison, and to his heirs and assigns forever.

In testimony whereof, I James K. Polk, President of the United States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the city of Washington, the first day of September, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States the seventy-second.

By the President:

(Signed) JAMES K. POLK. [SEAL.]

(Signed) JOS. S. WILSON,

Acting recorder of the General Land Office, ad interim.

Recorded vol. 8, page 222.

United States patent, marked No. 4.

Pre-emption act of 1834, ninth series, certificate No. 111½.

Filed 1st December, 1847.

The United States of America to all to whom these presents shall come, greeting:

Whereas Samuel T. Harrison, assignee of Terrance Poujol, and Azanari Poujol, has deposited in the General Land Office of the United States a certificate of the register of the land office at New Orleans, whereby it appears that full payment has been made by the said Terrance Poujol and Azanari Poujol, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "an act making further provision for the sale of the public lands," and of the act approved 3d of August, 1846, entitled "an act providing for the adjustment of all suspended pre-emption land claims in the several States and Territories," for the northwest quarter of section fifteen, in township eleven, (west of the Mississippi river,) of range thirteen east, in the district of lands subject to sale at New Orleans, Louisiana, containing one hundred and sixty-two acres and fourteen-hundredths of an acre, according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general, which said tract has been purchased by the said Terrance Poujol and Azanari Poujol.

Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress, in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Samuel T. Harrison, and to his heirs, the said tract above described; to have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Samuel T. Harrison, and to his heirs and assigns forever.

In testimony whereof I, James K. Polk, President of the United States of America, have caused these letters to be made patent and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the first day of September, in the year of our Lord one thousand eight hundred [SEAL.] and forty-seven, and of the independence of the United States the seventy-second.

By the President:

(Signed) JAMES K. POLK.

(Signed) JOS. S. WILSON,

Acting recorder of the Gen. Land Office, ad interim.

Recorded vol. 8, p. 224.

U. S. patent, marked No. 5, filed 1st December, 1847.

Pre-emption act of 1834, ninth series, certificate No. 113½.

The United States of America, to all to whom these presents shall come, greeting:

Whereas Samuel T. Harrison, assignee of D. Poujol and F. Poujol, has deposited in the General Land Office of the United States a certificate of the register of the land office at New Orleans, whereby it appears that full payment has been made by the said D Poujol and F. Poujol, according to the provisions of the act of Congress of the 24th of April, 1820, entitled "an act making further provision for the sale of the public lands," and of the act approved 3d of August, 1846, entitled "an act providing for the adjustment of all suspended pre-emption land claims in the several States and Territories," for the lot originally numbered five, now designated as the lots numbered three and four, being the west fractional half of the northwest quarter of section three, and the lot originally numbered two, now designated as lots nine, ten, and eleven, of section three, in township eleven, of range thirteen east, in the district of lands subject to sale at New Orleans, Louisiana, containing two hundred and ten acres and thirty-two hundredths of an acre, according to the official plat of the survey of the said lands returned to the General Land Office by the surveyor general, which said tracts have been purchased by the said D. Poujol and F. Poujol.

Now, know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant, unto the said Samuel T. Harrison, and to his heirs, the said tracts above described. To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Samuel T. Harrison, and his heirs and assigns forever.

In testimony whereof I, James K. Polk, President of the United

States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the first day of September, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States the seventy-second.

[SEAL.]

By the President:

(Signed) JAMES K. POLK.

(Signed) JOS. S. WILSON,

Acting recorder of the Gen. Land Office, ad interim.

Recorded vol. 8, page 225.

Document No. 6.

Transfer and assignment from Thos. Barrett to Robert Bell, filed 1st December, 1847.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day, before me, Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared Thomas Barrett, of this city, who declared, that, for the consideration hereinafter expressed, he does, by these presents, convey, transfer, assign, and set over, unto Robert Bell, of the parish of Saint James, in this State, here present, accepting and purchasing for himself, his heirs, and assigns all and singular his right, title, interest, and claim and demand, (being the one undivided half or moiety,) in and to the following described lands, to wit, the northeast quarter of section number "fifteen," of township number "eleven," in range number "thirteen" east, containing one hundred and sixty-one $\frac{40}{100}$ acres; the northwest quarter of section number "ten," of township number "eleven," in range number "thirteen" east, containing one hundred and sixty-one $\frac{30}{100}$ acres; lots numbers "three" and "four," of section number "two," of the same township and range, containing one hundred and thirty-six $\frac{87}{100}$ acres; the southwest quarter of section number "eleven," of the same township and range, containing one hundred and fifty-nine $\frac{30}{100}$ acres; the northwest quarter of section number "fifteen," of the same township and range, containing one hundred and sixty-two $\frac{14}{100}$ acres; and lots numbers "two" and "five," of section number "three," of the same township and range, containing two hundred and ten $\frac{32}{100}$ acres; which said lands were on the twenty-eighth day of May, eighteen hundred and thirty-five, duly entered at the United States land office in this city, by the original settlers entitled to the same, by whom they were conveyed and assigned to the said Thos. Barrett and Robert Bell, jointly, as per the register's certificates to that effect, bearing date the sixteenth day of May, instant, and numbered respectively 105, 107, 108, 109, 110, 111, and 112.

To have and to hold the said undivided interest, &c., in the said lands to the said Robert Bell, his heirs and assigns, forever. And the said Thomas Barrett, the said undivided interest, &c., shall and will warrant and defend against the lawful claims of all persons whomsoever, claiming or pretending to hold by, through, or under him; but against none other whatsoever.

And the said Robert Bell here declared, that he accepts this purchase without any guarantee whatsoever on the part of the said Barret, except against his own personal acts and deeds, and those of persons claiming under him as aforesaid; and that he moreover hereby dispenses with the production of a certificate from the mortgage office, in and for the parish wherein said land is situate, to be annexed to this act, as required by article "3328" of the Civil code of this State; fully exonerating me, the said notary, from any and all responsibility whatever in the premises.

This sale is made and accepted for and in consideration of the price and sum of fifteen thousand dollars, ($15,000,) which, by the said purchaser, has been in hand well and truly paid by the said vendor, who hereby acknowledges the receipt thereof, and grants full acquittance and discharge therefor.

Thus done and passed in my office, at the said city of New Orleans, in the presence of Joseph J. Wickes and Robert Taylor, witnesses of lawful age, and domiciliated in this city, who hereunto subscribe their names, together with the said parties and me, the said notary, this seventeenth day of May, in the year of our Lord one thousand eight hundred and thirty-six.

Original signed—

THOS. BARRETT,
R. BELL,
J. J. WICKES,
R. TAYLOR,
H. B. CENAS, *Notary Public.*

I certify the foregoing to be a true copy of the original act extent in my register; in faith whereof I grant these presents, under my signature and the impress of my seal of office, this seventeenth day of May, eighteen hundred and thirty-six.

[SEAL.] (Signed) B. H. CENAS,
Notary Public.

I, John Dutton, parish judge, in and for the parish of Iberville, do hereby certify the foregoing to be recorded in my office, in record book P, No. 374, on this 26th day of May, A. D. 1836.

In testimony whereof I have hereunto set my hand and public seal.

[SEAL.] (Signed) JOHN DUTTON,
Parish Judge.

I, John Dutton, parish judge and recorder of mortgages, in and for the parish of Iberville, do hereby certify, that there exists on the records

States of America, have caused these letters to be made patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand, at the city of Washington, the first day of September, in the year of our Lord one thousand eight hundred and forty-seven, and of the independence of the United States the seventy-second.

[SEAL.]

By the President:

(Signed) JAMES K. POLK.

(Signed) JOS. S. WILSON,

Acting recorder of the Gen. Land Office, ad interim.

Recorded vol. 8, page 225.

Document No. 6.

Transfer and assignment from Thos. Barrett to Robert Bell, filed 1st December, 1847.

STATE OF LOUISIANA,
City of New Orleans.

Be it known, that this day, before me, Hilary Breton Cenas, a notary public in and for the city and parish of New Orleans, State of Louisiana, duly commissioned and qualified, personally came and appeared Thomas Barrett, of this city, who declared, that, for the consideration hereinafter expressed, he does, by these presents, convey, transfer, assign, and set over, unto Robert Bell, of the parish of Saint James, in this State, here present, accepting and purchasing for himself, his heirs, and assigns all and singular his right, title, interest, and claim and demand, (being the one undivided half or moiety,) in and to the following described lands, to wit, the northeast quarter of section number "fifteen," of township number "eleven," in range number "thirteen" east, containing one hundred and sixty-one $\frac{40}{100}$ acres; the northwest quarter of section number "ten," of township number "eleven," in range number "thirteen" east, containing one hundred and sixty-one $\frac{30}{100}$ acres; lots numbers "three" and "four," of section number "two," of the same township and range, containing one hundred and thirty-six $\frac{87}{100}$ acres; the southwest quarter of section number "eleven," of the same township and range, containing one hundred and fifty-nine $\frac{30}{100}$ acres; the northwest quarter of section number "fifteen," of the same township and range, containing one hundred and sixty-two $\frac{14}{100}$ acres; and lots numbers "two" and "five," of section number "three," of the same township and range, containing two hundred and ten $\frac{32}{100}$ acres; which said lands were on the twenty-eighth day of May, eighteen hundred and thirty-five, duly entered at the United States land office in this city, by the original settlers entitled to the same, by whom they were conveyed and assigned to the said Thos. Barrett and Robert Bell, jointly, as per the register's certificates to that effect, bearing date the sixteenth day of May, instant, and numbered respectively 105, 107, 108, 109, 110, 111, and 112.

To have and to hold the said undivided interest, &c., in the said lands to the said Robert Bell, his heirs and assigns, forever. And the said Thomas Barrett, the said undivided interest, &c., shall and will warrant and defend against the lawful claims of all persons whomsoever, claiming or pretending to hold by, through, or under him; but against none other whatsoever.

And the said Robert Bell here declared, that he accepts this purchase without any guarantee whatsoever on the part of the said Barret, except against his own personal acts and deeds, and those of persons claiming under him as aforesaid; and that he moreover hereby dispenses with the production of a certificate from the mortgage office, in and for the parish wherein said land is situate, to be annexed to this act, as required by article "3328" of the Civil code of this State; fully exonerating me, the said notary, from any and all responsibility whatever in the premises.

This sale is made and accepted for and in consideration of the price and sum of fifteen thousand dollars, ($15,000,) which, by the said purchaser, has been in hand well and truly paid by the said vendor, who hereby acknowledges the receipt thereof, and grants full acquittance and discharge therefor.

Thus done and passed in my office, at the said city of New Orleans, in the presence of Joseph J. Wickes and Robert Taylor, witnesses of lawful age, and domiciliated in this city, who hereunto subscribe their names, together with the said parties and me, the said notary, this seventeenth day of May, in the year of our Lord one thousand eight hundred and thirty-six.

Original signed—

THOS. BARRETT,
R. BELL,
J. J. WICKES,
R. TAYLOR,
H. B. CENAS, *Notary Public.*

I certify the foregoing to be a true copy of the original act extent in my register; in faith whereof I grant these presents, under my signature and the impress of my seal of office, this seventeenth day of May, eighteen hundred and thirty-six.

[SEAL.] (Signed) B. H. CENAS,
Notary Public.

I, John Dutton, parish judge, in and for the parish of Iberville, do hereby certify the foregoing to be recorded in my office, in record book P, No. 374, on this 26th day of May, A. D. 1836.

In testimony whereof I have hereunto set my hand and public seal.

[SEAL.] (Signed) JOHN DUTTON,
Parish Judge.

I, John Dutton, parish judge and recorder of mortgages, in and for the parish of Iberville, do hereby certify, that there exists on the records

of mortgages of said parish no mortgage in the name of Thomas Barrett, or in the name of Robert Bell, on the property described in the within act of sale and transfer.

In witness whereof I have hereunto set my signature and public seal, this 9th day of July, A. D. 1836.

[SEAL.] (Signed) JOHN DUTTON,
Parish Judge.

Endorsed.

The floats herein mentioned are withdrawn by the undersigned for Mr. Bell.

(Signed) THOS. BARRETT & CO.

All the titles withdrawn.

(Signed) T. B. & Co.

Document marked No. 7. Filed 1st December, 1847.

Copy of the act of mortgage of Robert Bell and wife in favor of the Citizens' Bank of Louisiana.

STATE OF LOUISIANA,
Parish of St. James.

No. 395—No. 178. Before me, Louis M. Taney, parish judge, "ex officio" notary public, in and for, and residing in, the parish of St. James, duly commissioned and sworn, and in the presence of the two hereinafter named witnesses, personally came and appeared Mr. Robert Bell and his wife, Mrs. Caroline S. Butler, by him duly authorized, of the said parish of St. James; which appearers did declare, that, having obtained from the corporation, known by the name and style of the Citizens' Bank of Louisiana, created and incorporated by an act of the legislature of said State, approved the 1st of April, eighteen hundred and thirty-three, a loan of money of the amount of fifty thousand dollars; and for the payment and reimbursement of which said sum of money the said Robert Bell and his wife, Caroline S. Butler, made, executed, and signed their bond for the said sum of fifty thousand dollars, bearing date the twenty-first day of August instant, and payable one half on the twenty-first day of August, in the year eighteen hundred and thirty-eight, fixed, and one half on the twenty-first August, in the year eighteen hundred and thirty-nine, fixed; which bond I, the said judge, have identified with these presents.

The said bond, in case of non-payment at maturity, to bear interest at the rate of ten per centum per annum from the time said bond shall become due till paid; and that, to secure the payment of the said bond of fifty thousand dollars, and all renewals thereof, as well as all eventual interest that may accrue thereon, the said appearers do hereby mortgage and hypothecate unto the said Citizens' Bank of Louisiana the property hereinafter described, that is to say :

1st. A plantation lying and situated in the parish of Iberville, on the right bank of the Mississippi, composed of the following tracts, viz: 1st. The N. E. quarter of section No. 15, of township No. 11, range No. 13 east, containing 161 $\frac{40}{100}$ acres.

2d. The N. W. quarter of section No. 10, of township No. 11, in range No. 13 east, containing 161 $\frac{30}{100}$ acres. 3d. Lots Nos. 3 and 4, of section No. 2, of township No. 11, in range No. 13 east, containing 136 $\frac{87}{100}$ acres. 4th. The S. W. quarter of section No. 10, township No. 11, in range No. 13 east, containing 161 $\frac{30}{100}$ acres. 5th. The N. W. quarter of section No. 11, of township No. 11, in range No. 13 east, containing 159 $\frac{30}{100}$ acres. 6th. The N. W. quarter of section No. 15, of township No. 11, in range No. 13 east, containing 162 $\frac{14}{100}$ acres. 7th. Lots Nos. 2 and 5, of section No. 3, of township No. 11, in range No. 13 east, containing 210 $\frac{32}{100}$ acres. 8th. The undivided half of a tract owned by said Bell in common with Thomas Barrett, being lot No. 1, of section No. 3, in township No. 11, of range No. 13 east, containing 157 acres.

2d. The slaves whose names and ages follow:

Frank, driver and confidential negro, aged about 40 years; Anthony, carpenter, 35; Jim, sugar maker and handy work, 25; Dick, field hand, 30; Isaac, 19; Joe Gray, 40; Martin, 30; Jacob McNairy, 37; Lewis, sawyer and field hand, 30; Nat, field hand, 25; Jacob, 18; George McNairy, ox driver, 28; Ben, field hand, 22; Charley, 22; William, 18; Joe, 25; Plato, sawyer, 40; Washington, 20; Davy, (big,) 35; Davy, 20; Moses, 16; Wapin, 13; Rachel, 20; Daphney, her child, 4; Nelly, 1; Lucy, field hand, 23; Charlotte, her infant; Suzan, field hand, 30; Jack, her son, 11; Nelly, her daughter, 10; Lewis, her son, 5; Patsey, field hand, 26; Caroline, her daughter, 4; Chany, 2; Eliza, sickly, 25; Maria, 10; Sucky, field hand, 35; Harriet, her daughter, 14; Abraham, son, 12; Spencer, 8; Esau, 5; Jenny, her daughter, 3; Sarah, 45; William, her son, 11; Martha, her daughter, 4; Daphney, field hand, 40; Abbey, 20; Phillis, 13; Mary, 25; George, 6; Ann, 37; Big Maria, 40; Fanny, 28 years, and her infant; Kitty, likely, 15; Charity, field hand, 35; Simon, her son, 18; George, 14; Mathilda, 13; Edmond, 9; Peter, 7; Ben, 1; Randall, 35; Saul, 35; Archibald, 26; York, 27; John, 23; Peter, 35; Abraham 30; Fielding 26; Sam 28; David 19; Cyrus 19; Eliza, very good character, 30; Lucy, field hand, 13; Robert, 12; Francis 10; Emily, 10; Caroline 5; Cesar, 3; Winny, good hand, 30; Patsey, 17; William 15; Alexander, 14; Wyatt, 2; Anderson, 2; Hannah, 35; Cilley, 15; Mills, 13; Letty, 12; Jones, 3; Maria, 25; Mary, 19; Harriet 2; Louisa, 21; Tom, 18 months; Ned, good blacksmith, 37 years; Juliet, good field hand, 30; Ned, 12; and Nancy, 3.

The said plantation and slaves to remain thus specially mortgaged until the full and final payment of the said loan of fifty thousand dollars, and all interest that may accrue thereon.

And the said appearers promise not to alienate, mortgage, or in any-

wise encumber the plantation and slaves mortgaged in the premises to the prejudice of the present mortgage.

The appearers further declare, that a portion of the said slaves are employed on the above mortgaged plantation, and a portion on the plantation situated in the parish of St. James, and known by the name of White Hall, and that the greater portion of them are alternately worked on either of said plantations as needs require.

The said Mrs. Bell declares that she binds herself with her husband in the said bond, and in this act of mortgage she renounces in favor of said Citizens' Bank of Louisiana, her rights and privileges, whether dotal or of any kind or nature whatsoever, which she may have upon the property and slaves herein above mortgaged, hereby giving and transferring all her said rights and privileges to the said bank.

The said Robert Bell declares that there is no mortgage recorded in the office of the judge of the parish of Iberville affecting the property mortgaged in the premises, except one in favor of the Bank of Louisiana, originally for the sum of twenty-four thousand dollars, but which has been reduced, agreeably to the declaration of the appearers, to about fourteen thousand dollars.

This mortgage shall be accepted by the president of the said Citizens' Bank of Louisiana by an authentic act passed to that effect, and the above mortgage and act of acceptation shall be registered in the office of the recorder of mortgages for the parish of Iberville, and there shall be produced a certificate from the judge of said parish of Iberville stating that the said registry has been made, and also that there has been no new mortgage nor privilege recorded, and no alienations made, of the mortgaged premises before the said Robert Bell and wife be entitled to the benefit of the loan of fifty thousand dollars granted to them by the said bank as aforesaid.

This act, done and passed at the parish of Saint James, at the domicil of Mr. Robert Bell, the thirty-first day of August, eighteen hundred and thirty-seven, in the sixty-second year of the independence of the United States of America, in the presence of Messrs. Robert J. Bell and William Nolan, assisting witnesses, who have signed with the parties aforesaid and me, the said judge, after reading the above.

(Signed) R. BELL,
CAROLINE S. BELL,
WILLIAM NOLAN,
R. J. BELL,
L. M. TANEY, *Judge*.

I certify the above to be a true copy of the original extent in the records of my office.

Parish of St. James, March 14, 1842.

(Signed) JEAN JACQUES ROMAN, *Judge*. [SEAL.]

Document No. 8.

Sheriff's sale of lands and slaves to Citizens' Bank. Filed 1st December, 1847.

THE CITIZENS' BANK OF LOUISIANA
vs.
ROBERT BELL and Caroline S. Butler, his wife, and Thomas Barrett and Maria Henriette Falinge Griffon, his wife. } No. 1683.

State of Louisiana, 4th district court, parish of Iberville.

Book T, No. 156. Whereas I, Hamilton Rils, deputy sheriff of the parish of Iberville, by virtue of a writ of seizure and sale to me directed from the court, and in the cause the above entitled and numbered, did, on the 18th day of August, 1839, seize and advertise for sale in the Iberville Gazette, a newspaper printed weekly in the said parish of Iberville, and by posting up said advertisement at the court-house door of said parish for more than thirty days next previous to said sale, for cash, on the 17th day of September, 1839, on the premises, the following property, to wit: All the right, title, and interest of said Robert Bell and Caroline S. Butler, his wife, and Thomas Barrett and Maria Henrietter Falinge Griffon, his wife, in and to a certain plantation lying and situated in the parish of Iberville, on the right bank of the Mississippi river, composed of the following tracts, viz.:

1st. The NE. quarter of section No. 15, of township No. 11, range No. 13 east, containing 161 $\frac{40}{100}$ acres; 2d, the NW. quarter of section No. 10, of township No. 11, in range No. 13 east, containing 161 $\frac{26}{100}$ acres; 3d, lots Nos. 3 and 4 of section No. 2, of township No. 11, in range No. 13 east, containing 136 $\frac{83}{100}$ acres; 4th, the SW. quarter of section No. 10, township No. 11, in range No. 12 east, containing 161 $\frac{20}{100}$ acres; 5th, the NW. quarter of section No. 11, of township No. 11, in range No. 13 east, containing 159 $\frac{31}{100}$ acres; 6th, the NW. quarter of section No. 15, of township No. 11, in range No. 13 east, containing 162 $\frac{14}{100}$ acres; 7th, lots Nos. 2 and 5, of section No. 3, of township No. 11, in range No. 13, containing 210 $\frac{10}{100}$ acres; 8th, lot No. 1, of section No. 3, in township No. 11, of range No. 13 east, containing 157 acres.

2d. The slaves, whose names and ages are as follows:

Frank, driver and confidential negro, aged about 40 years; Anthony, carpenter, 35; Jim, sugar maker and handy work, 25; Dick, field hand, 20; Isaac, 19; Joe Gray, 40; Martin, 30; Jacob McNairy, 37; Lewis, sawyer and field hand, 30; Nat, field hand, 25; Jacob, 18; George McNevey, ox driver, 28; Ben, field hand, 22; Charley, 22; William, 18; Joe, 25; Plato, sawyer, 40; Washington, 20; David, (big,) 35; Davy, 20; Moses, 16; Wapin, 12, Rachel, 20; Daphny, her child, 4; Nelly, 1; Lucy, field hand, 22; Charlotte, her infant; Susan, field hand, 30; Jacob, her son, 11; Nelly, her daughter, 10;

Lewis, his son, 3 years; Patsey, field hand, 26; Caroline, her daughter, 4; Chany, 2; Eliza, sickly, 25; Maria, 10; Sucky, field hand, 35; Harriet, her daughter, 14; Abraham, son, 12; Spencer, 5; Esau, 5; Fanny, her daughter, 3; Sarah, 45; William, her son, 11; Martha, her daughter, 4; Daphney, field hand, 40; Abby, 20; Phillis, 13; Mary, 25; George, 6; Ann, 37; Big Mary, 40; Fanny, 28 years, and her infant; Kitty, likely, 15; Charity, field hand, 35; Suzan, her son, 18; George, 14; Mathilda, 13; Edmond, 9; Peter, 7; Ben, 1; Randall, 35; Sam, 35; Archibald, 26; York, 27; John, 23; Peter, 35; Abraham, 30; Fielding, 26; Sam 28; David 19; Grass, 19; Eliza, very good character, 30; Lucy, field hand, 13; Robert, 12; Francis, 10; Emily, 10; Caroline, 5; Henry, good hand, 30; Patsey, 17; William, 15; Alexander, 14; Wyatt, 2; Hannah, 35; Ceyla, 16; Milly, 13; Letty, 12; Tom, 3; Maria, 25; Mary, 19; Harriet, 2; Louisa, 21; Tom, 18 months; Ned, good blacksmith, 37; Juliet, good field hand, 30; Ned, 12, and Nancy, 3 years. Also together with two hundred and thirty-eight shares of the capital stock of the Citizens' Bank of Louisiana, secured by mortgage on said property and slaves, and pledged in favor of the said bank to pay and satisfy the sum of fifty thousand dollars in the manner following, to wit:

First. The sum of forty-four thousand and fifty dollars, with interest thereon at the rate of ten per centum per annum from the first day of April, eighteen hundred and thirty-nine, until paid.

Secondly. The sum of five thousand nine hundred and fifty dollars, payable on the first day of January, eighteen hundred and forty, fixed, together with all the costs of this suit.

All the aforesaid property sold, subject to the following mortgages, to wit: 1st. One mortgage in favor of the Bank of Louisiana, for a loan originally for the sum of twenty-four thousand dollars, but reduced, on the records, to fourteen thousand four hundred dollars; the payment of this mortgage being assumed by Edward G. W. Butler, esq. 2d. For a loan of fifty thousand dollars, in favor of the Citizens' Bank of Louisiana, recorded the 2d day of October, 1837. 3d. In favor of the Citizens' Bank of Louisiana, as security for three hundred shares of stock, amounting to thirty thousand dollars, recorded the 8th day of August, (1838,) eighteen hundred and thirty-eight, against Thomas Barrett and Maria Henriette F. Griffon, his wife; in 1st. In favor of the Citizens' Bank of Louisiana, for three hundred shares of stock granted to Robert Bell, on the undivided half of the lands and slaves recorded the 8th of August, (1838,) eighteen hundred and thirty-eight; 2d. In favor of Silvain Perrault, on the undivided half of the lands and slaves described in mortgage 3d above, as security for endorsements and liabilities not exceeding seventy thousand dollars, ($70,000,) recorded the 20th May, 1839; 3d. Judicial mortgages. 3d. One judicial mortgage for a judgment obtained by the Union Bank of Louisiana against Thomas Barrett & Co., in the 1st district court, for eight thousand two hundred and ninety seven dollars and thirty-five cents, ($8,297 35,) with six per cent. interest on the sum of $8,297 35 till paid, and costs of suit. Recorded

the 23d May, 1839. Costs $29 18¾. 4th. In favor of the Union Bank of Louisiana against Thomas Barrett, for the sum of three thousand eight hundred and seventy-two dollars and fifty cents, with six per cent. interest on the sum of $3,872 $\frac{50}{100}$, from 29th May, 1838, till paid, and costs of suit. Recorded 23d May, 1839. Costs $20. 5th. In favor of the Union Bank of Louisiana against Thomas Barrett and al., for sixteen thousand six hundred and sixty-nine dollars and eighteen cents, with seven per cent. interest on the sum of $16,669 $\frac{69}{100}$, [the] amount of the note sued on, from 31st March, 1837, till paid, and costs of suit. Recorded 23d May, 1839. 6th. In favor of the Union Bank of Louisiana against Thomas Barrett and others, in solido, for sixteen thousand six hundred and sixty-nine dollars and sixteen cents, with six per cent. interest on the sum of $16,669 69 cts. till paid, and costs of suit. 7th. In favor of the Union Bank of Louisiana against Thomas Barrett & Co., for the sum of ten thousand and four dollars, with six per cent. interest on the sum of $10,004 and costs. Recorded the 23d May, 1839.

And all the same as aforesaid advertised for sale on the premises for cash, for which Sebastian Hiriart, as agent of the Citizens' Bank of Louisiana, became the purchaser, for the price or sum of seventy-five thousand dollars; of which I have received from the purchaser in cash the sum of fifty-one thousand eight hundred and thirty-five dollars and forty-one cents, ($51,835 $\frac{41}{100}$,) being the amount of capital and interest up to this day, as secured by mortgage in the cause the above entitled and numbered, under which I have as before directed to seize and sell, and the balance, to wit: The sum of twenty-three thousand one hundred and sixty-four dollars and fifty-nine cents, ($23,164 59 cts.,) is left to the purchaser to be applied to the payment of the special mortgages existing on the property, and subject to which he bought, as above recited. . In conformity to the premises, I have granted, bargained, and sold to the said Sebastien Hiriart, as agent of the Citizens' Bank of Louisiana, all the the right, title, and interest of the said Robert Bell and Caroline S. Butler, his wife, and Thomas Barrett and Marie Henrietter Falinge Griffon, his wife, in and to the property herein before described, for the sum aforesaid of seventy-five thousand dollars.

Thus done and passed at the parish of Iberville, this 19th day of September, in the year of our Lord one thousand eight hundred and thirty-nine, in presence of John J. Burk and Pierre Bevin, subscribing witnesses with the parties.

(Signed) HAMILTON RILS,
D. Sheriff,
HIRIART,
Agt. of Citizens' Bank of Louisiana.

Attest: JOHN J. BURK,
P. BEVIN.

I hereby certify the foregoing deed of sheriff's sale to have been duly

recorded in my office, book D, page 123, this 19th day of September, 1839.

Witness my hand and the seal of said court.

(Signed) J. A. HAASE, *Clerk.*

A true record, inscribed this 29th September, 1839.

(Signed) JOHN DUTTON, *P. judge.*

I, Louis Petit, recorder in and for the parish of Iberville, do hereby certify the foregoing to be a true copy from the records of my office inscribed in record book designated T. Entry No. 156.

In testimony whereof I have hereunto set my hand and seal of office, this 29th day of December, A. D. 1846.

[SEAL.] (Signed) L. PETIT, *Recorder.*

Document No. 10.

Sale, mortgage, and assumption of do., from A. Robinson to Geo. A. Botts.—Filed 1st December, 1847.

STATE OF LOUISIANA, *city of New Orleans:*

Before me, William Young Lewis, notary public in and for the city of New Orleans, duly commissioned and sworn, this day personally appeared Abner Robinson, of the parish of Lafourche Interior, in this State, at present in this city, who declared that, for and in consideration of the terms and conditions hereinafter mentioned, he does, by these presents, grant, bargain, transfer, sell, convey, and deliver, unto George Ann Botts, of this city, present and accepting, and who hereby acknowledges possession thereof, the undivided half of the following plantation and slaves:

First. A certain plantation, situate in the parish of Iberville, on the right bank of the Mississippi river, composed of the following tracts, viz:

First. The northeast quarter of section number fifteen, of township number eleven, range No. 13 east, containing one hundred and sixty-one $\frac{83}{100}$ acres. Second. The northwest quarter of section No. 10, of township No. 11, in range No. 13 east, containing one hundred and sixty-one $\frac{26}{100}$ acres. Third. Lots numbers three and four, of section number two, of township number eleven, in range No. thirteen east, containing one hundred and thirty-six $\frac{83}{100}$ acres. Fourth. The southwest quarter of section number ten, township number eleven, in range number twelve east, containing one hundred and sixty-one $\frac{20}{100}$ acres. Fifth. The northwest quarter of section number eleven, of township number eleven, in range number thirteen east; containing one hundred and fifty-nine $\frac{31}{100}$. Sixth. The northwest quarter of section number fifteen, of township number eleven, in range number thirteen east, containing one hundred and sixty-two $\frac{14}{100}$ acres. Seventh. Lots numbers two and five, of section number three, of township number eleven, in range number thirteen, containing two hundred and ten $\frac{23}{100}$ acres. Eighth. Lot number one, of section number three, in township number

eleven, of range No. thirteen east, containing one hundred and fifty-seven acres.

Second. The following ninety-eight slaves, viz:
Frank, driver and confidential negro, aged about forty years.
Anthony, carpenter, aged about thirty-five years.
Jim, sugar-maker and handy-work, aged about twenty-five years.
Dick, field hand, aged about twenty years.
Isaac, aged about nineteen years.
Joe Gray, aged about thirty years.
Martin, aged about thirty years.
Jacob McMayer, aged about thirty-seven years.
Lewis, sawyer and field hand, aged about thirty years.
Nat, field hand, aged about twenty-five years.
Jacob, aged about eighteen years.
George McMayer, ox driver, aged about twenty-eight years.
Ben, field hand, aged about twenty-two years.
William, aged about eighteen years.
Joe, aged about twenty-five years.
Plato, sawyer, aged about forty years.
Washington, aged about twenty years.
Davy, big, aged about thirty-five years.
Davy, aged about twenty-five years.
Moses, aged about sixteen years.
Wapping, aged about twelve years.
Rachel, aged about twenty years.
Daphny, her child, aged about four years.
Nelly, aged about one year.
Lucy, field hand, aged about twenty-two years.
Charlotte, her infant.
Suzan, field hand, aged about thirty years.
Jacob, her son, aged about eleven years.
Nelly, her daughter, aged about ten years.
Lewis, her son, aged about three years.
Patsy, field hand, aged about twenty-six years.
Caroline, her daughter, aged about four years.
Chany, aged about two years.
Eliza, sickly, aged about twenty-five years.
Maria, aged about ten years.
Suckey, field hand, aged about thirty-five years.
Harriett, her daughter, aged about fourteen years.
Abraham, her son, aged about twelve years.
Spencer, aged about five years.
Esau, aged about five years.
Fanny, aged about three years.
Sarah, aged about forty-five years.
William, her son, aged about eleven years.
Martha, her daughter, aged about four years.
Daphny, field hand, aged about forty years.

Abby, aged about twenty years.
Phillis, aged about thirteen years.
Mary, aged about twenty-five years.
George, aged about six years.
Ann, aged about thirty-seven years.
Big Maria, aged about forty years.
Fanny, aged about twenty-eight years, and her infant.
Kitty, likely, aged about fifteen years.
Charity, field hand, aged about thirty-five years.
Suzan, aged about eighteen years, and her son.
George, aged about fourteen years.
Mathilda, aged about thirteen years.
Edmond, aged about nine years.
Peter, aged about seven years.
Ben, aged about seven years.
Randal, aged about thirty-five years.
Sam, aged about thirty-five years.
Archibald, aged about twenty-six years.
York, aged about twenty-seven years.
John, aged about twenty-three years.
Peter, aged about thirty-five years.
Abraham, aged about thirty years.
Fielding, aged about twenty-six years.
Sam, aged about twenty-eight years.
David, aged about nineteen years.
Gras, aged about nineteen years.
Eliza, aged about thirty years.
Lucy, aged about thirteen years, field hand.
Robert, aged about twelve years.
Francis, aged about ten years.
Emily, aged about ten years.
Caroline aged about five years.
Henry, aged about thirty years.
Patsey, aged about seventeen years.
William, aged about fifteen years.
Alexander, aged about fourteen years.
Wyatt, aged about two years.
Anderson, aged about two years.
Hannah, aged about thirty-five years.
Ceyley, aged about sixteen years.
Milly, aged about thirteen years.
Letty, aged about twelve years.
Tom, aged about three years.
Maria, aged about twenty-five years.
Mary, aged about nineteen years.
Harriett, aged about two years.
Louisa, aged about twenty-one years.
Tom, aged about eighteen years.

Ned, good blacksmith, aged about thirty-seven years.
Juliet, field hand, aged about thirty years.
Ned, aged about twelve years.
Nancy, aged about three years.

Which said plantation and slaves were acquired by the said vendor and the said George A. Botts, by purchase of the Citizens' Bank of Louisiana, per act passed before Theodore Seghers, notary public, dated the thirty-first day of January, eighteen hundred and forty.

And upon which said plantation and slaves, agreeably to a certificate of the judge, ex officio recorder of mortgages of the parish of Iberville, dated the twenty-seventh day of July, eighteen hundred and forty, hereunto annexed, there appears to exist the following encumbrances, viz:

First. A special mortgage granted by said vendor, jointly with said George A. Botts, in favor of the Citizens' Bank of Louisiana, as security for the purchase price of said plantation and slaves, and bank stock, originally for the sum of seventy-five thousand dollars, but now reduced to the sum of fifty-one thousand six hundred and seventy-nine dollars and twenty-three cents, as per act passed before Theodore Seghers, notary public, dated the thirty-first day of January, eighteen hundred and forty.

Second. A special mortgage granted by said vendor, jointly with George A. Botts, per act passed before Theodore Seghers, notary public, dated the seventh day of April, eighteen hundred and forty, on lands bought by said Botts of R. Bell, per act passed before Judge Dutton, of the parish of Iberville, in the month of February, eighteen hundred and forty, in favor of the Citizens' Bank of Louisiana, to amount of sixty-three thousand six hundred and eighty dollars and ninety-nine cents, and interest.

Third. A special mortgage granted by said vendor, jointly with said George A. Botts, per said act before Seghers, notary public, in favor of said Citizens' Bank of Louisiana, to secure two hundred and forty-four shares of the capital stock of said bank, also to secure the capital and interest of the loan raised and to be raised by said bank; also to secure the loan which the said Robinson and Botts have received; also to secure the eventual interest thereon, in conformity with said act.

The one-half of which said mortgages and engagements, together with the several obligations entered into by the said Abner Robinson with the said Citizens' Bank of Louisiana, the said George Ann Botts hereby assumes and obligates himself to comply with according to the true intent and meaning of the aforesaid act.

And the said Abner Robinson hereby cedes and transfers, and makes over, to the said George Ann Botts, all his right, title, and interest in and to two hundred and forty-four shares of the capital stock of the Citizens' Bank of Louisiana, and authorizes the said institution to transfer the same to the said George A. Botts upon the books of the company, he thereby putting himself in all respects, touching the premises, in the place of the said Abner Robinson.

This sale is made for, and in consideration of, the sum of thirty-seven thousand five hundred dollars, payable in manner following, viz:

First. In cash, the sum of two thousand five hundred dollars, the amount whereof the said vendor hereby acknowledges to have received, being the one-half of five thousand dollars paid on account of the note of ten thousand dollars - - - - - $2,500 00

The one-half of the sum of three hundred and sixty-nine dollars, overcharge of interest by the Citizens' Bank, and returned - - - - - - - - - - 184 50

$2,684 50

Second. The said George A. Botts hereby assumes, and promises to pay, the half of a certain promissory note drawn by Abner Robinson and himself, in solido, dated the seventh day of April. eighteen hundred and forty, to the order of the cashier of the Citizens' Bank of Louisiana, payable on the first day of Jan'y, eighteen hundred and forty-one, for five thousand dollars; which said half is two thousand five hundred dollars - - 2,500 00

Third. The said George A. Botts hereby assumes, and promises to pay, the one-half of a certain bond issued by Abner Robinson and himself in favor of the said Citizens' Bank of Louisiana, in the form and manner required by the regulations of the said institution, for the sum of five thousand nine hundred and fifty dollars; which said half is two thousand nine hundred and seventy-five dollars - - - - - - - 2,975 00

Fourth. The said George A. Botts hereby assumes, and promises to pay, the one-half of six certain promissory notes, drawn by him and Abner Robinson jointly, and

Carried forward - - - $8,159 50

Amount brought forward - - $8,159 50

in solido, in favor of the cashier of the said Citizens' Bank of Louisiana, the first for five thousand nine hundred and fifty-four dollars and eighty-eight cents, payable on the first day of April, eighteen hundred and forty-one, with interest, at eight per cent. per annum, from the first day of April, eighteen hundred and forty, till paid; the second for five thousand nine hundred and fifty-four dollars and eighty-seven cents, payable on the first day of April, (1842,) eighteen hundred and forty-two, with interest, at eight per cent. per annum, from the first day of April, eighteen hundred and forty, till paid; the third for the same amount, payable on the first day of April, eighteen hundred and forty-three, with interest, from the first day of April, eighteen hundred and forty, at eight per cent.

per annum, till paid; the fourth, for the like amount, payable on the first day of April, eighteen hundred and forty-four, with interest, at eight per cent. per annum, from the first day of April, eighteen hundred and forty, till paid; the fifth, for the like amount, payable on the first day of April, eighteen hundred and forty-five, with the same interest, from the first day of April, eighteen hundred and forty, till paid; and the sixth note, for the same amount, payable on the first day of April, eighteen hundred and forty-six, with the same interest, from the first day of April, (1840,) eighteen hundred and forty, till paid. The said six notes amounting to the sum of thirty-five thousand seven hundred and twenty-nine dollars and twenty-three

Carried over - - -	$8,159 50
Amount brought forward -	$8,159 50
cents; which said half is seventeen thousand eight hundred and sixty-four dollars sixty-one and a half cents - - - - - - - - - -	17,864 61½

Fifth. The said George A. Botts hereby assumes, and promises to pay, the one-half of thirteen certain promissory notes, dated the 7th day of April, eighteen hundred and forty, drawn by him and Abner Robinson jointly, and in solido, to the order of, and endorsed by, said George A. Botts, and all bearing interest at eight per cent. per annum, from the first day of August, eighteen hundred and thirty-nine, till paid; the first for twelve hundred and fifty-eight dollars and eighty-nine cents, the second for one thousand dollars, and the third for twelve hundred and fifty-eight dollars and ninety cents—all three payable on the first day of April, eighteen hundred and forty-one; the fourth and fifth, each for nineteen hundred and forty-three dollars and forty cents, payable on the first day of April, eighteen hundred and forty-two; the sixth and seventh, each for nineteen hundred and forty-three dollars and forty cents, payable on the first day of April, eighteen hundred and forty-three; the eighth and ninth, each for nineteen hundred and forty-three dollars and forty cents, payable on the first day of April, eighteen hundred and forty-four; the tenth and eleventh, each for nineteen hundred and forty-three dollars and forty cents, payable on the first day of April, eighteen hundred and forty-five; and the twelfth and thirteenth, each for nineteen hundred and forty-three dollars and

Carried over - - -	$26,024 11½

Amount brought forward - $26,024 11½

thirty-nine cents, payable on the first day of April, eighteen hundred and forty-six—the said thirteen notes amounting to the sum of twenty-two thousand nine hundred and fifty-one dollars and seventy-seven cents; which said half is eleven thousand four hundred and seventy-five dollars eighty-eight and a half cents - 11,475 88½

Amounting, together, to the sum of thirty-seven thousand five hundred dollars - - - - - - $37,500 00

And to secure the payment of twelve thousand two hundred dollars, being the amount of two hundred and forty-four shares of the capital stock of the Citizens' Bank of Louisiana, the same proportion of the capital and interest of the loan raised, and to be raised, by said bank, the loan which the said A. Robinson has received, and eventual interest thereon; and the proportion of notes herein assumed, to [the] amount of twenty-three thousand three hundred and thirty-nine dollars sixty-one and a half cents, with the accruing interest, the said George A. Botts hereby mortgages and specially hypothecates to the said Abner Robinson the undivided half of the plantation, slaves, and stock herein sold, promising and binding himself not to alienate or encumber the same to the prejudice of this act; and also to secure the further sum of eleven thousand four hundred and seventy-five dollars eighty-eight and a half cents, with the accruing interest thereon, being the amount of one-half of thirteen promissory notes, dated the seventh day of April, eighteen hundred and forty, as described in an act before T. Seghers, notary public, of that day's date, the said George A. Botts, for security of all other engagements, also mortgages and specially hypothecates to the said Abner Robinson, present and accepting, or to whomsoever may be the holder of said notes, promising and binding himself not to alienate or encumber the same, the following described property, belonging solely to himself, and acquired by him of R. Bell, per act passed before J. Dutton, judge of the parish of Iberville, in the month of February, eighteen hundred and forty.

First. Northeast quarter of section number ten, of township number eleven, range thirteen east, as per certificate of land office, New Orleans, containing acres, (No. 810) - - - - - - $161 30

Second. Lots numbers one and two, of section number two, township eleven, range 13 east, certificate No. 908, containing - - - - - 195 28

Third. Southwest quarter of section number fifteen, township eleven, range thirteen east, certificate No. 1159, containing - - - - - 151 86

Fourth. Southwest quarter section number ten, township number eleven, range number thirteen east, certificate No. 911, containing - - - 161 30

Fifth. Lot number four of section number thirteen, town-

ship No. 11, range thirteen east, certificate No. 309, containing - - - - - 116 50

$786 28

To have and to hold the undivided half of the herein described plantation and slaves, unto the said purchaser, to his proper use and behoof forever; and the said vendor, for himself, his heirs, and assigns, unto the said purchaser, his heirs and assigns, the undivided half of the aforesaid plantation and slaves, against the legal claim and claims of all and every person and persons whomsoever, claiming by, through, or under him, his heirs and assigns only, shall and will forever warrant and defend by these presents, hereby subrogating and transferring to said purchaser all his rights of warranty and action against his vendor and all preceding vendors.

Done and passed at New Orleans, this eighteenth day of September, eighteen hundred and forty, in presence of William T. Lewis and Edwin L. Lewis, both of this city, witnesses, who have hereunto signed their names with said parties and me, the said notary.

(Signed) ABNER ROBINSON,
GEO. A. BOTTS,
WILLIAM T. LEWIS,
EDWIN L. LEWIS,
W. T. LEWIS,
Notary public.

I hereby certify, that the foregoing is a true copy of the original act extent upon the current records of my office.

In witness whereof I grant these presents under my hand and seal notarial, at New Orleans, this 22d day of September, eighteen hundred and forty.
[SEAL.]

(Signed) W. T. LEWIS,
Notary public.

I, John Dutton, parish judge in and for the parish of Iberville, do hereby certify, that the foregoing act of sale, as well as the mortgaged therein expressed, were on this sixth day of October, in the year eighteen hundred and forty, recorded in my office, in record book T, No. 438.

In testimony whereof I have this day hereunto set my hand and public seal.
[SEAL.]

(Signed) JOHN DUTTON, *Judge.*

Document No. 12.

Sale of property, slaves, and stock by Lesassier to Widow R. Bell, filed 1st December, 1847.

No. 43, 29th February, 1844. Sale of plantation, slaves, and stock by Lewis Lesassier to Mrs. Widow R. Bell.

In this city of New Orleans, in the State of Louisiana, this twenty-

ninth day of February, eighteen hundred and forty-four, and in the sixty-eighth year of the independence of the United States of America, before me, Boudousquié, notary public, duly commissioned and sworn, in and for this city and the parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mr. Lewis Lesassier, residing in this city, who does by these presents grant, bargain, sell, assign, transfer, convey, and set over, with all lawful guarantee, unto Mrs. Caroline S. Butler, widow of the late Robert Bell, residing in the parish of Saint James, in this State, herein represented by Mr. Robert Carter Nicholas, residing also in the parish of St. James, in virtue of a power of attorney executed before Jean B. Ferchaud, a notary public for the said parish of St. James, on the twenty-sixth day of January last; whereof a true copy is hereto annexed for reference; the said Robert Carter Nicholas, here present and accepting, purchaser for the said Mrs. Widow Bell, her heirs and assigns, the following described landed property, named slaves and stock, viz:

First. A certain land or plantation, situated in the parish of Iberville, in this State, on the right bank of the river Mississippi; the said land or plantation being composed of the following thirteen tracts of land, to wit.

1. The northeast quarter of section number fifteen, in township number eleven, in range number thirteen east, containing one hundred and sixty-one acres and forty hundredths of an acre - - - - - - 161.40
2. The northwest quarter of section number ten, in township number eleven, in range number thirteen east, containing one hundred and sixty-one acres and thirty hundredths of an acre - - - - - - 161.30
3. Lots numbers three and four, of section number two, in township number eleven, in range number thirteen east, containing one hundred and thirty-six acres and eighty-seven hundredths of an acre - - - - - 136.87
4. The southwest quarter of section number ten, township eleven, in range thirteen east, containing one hundred and sixty-one acres and thirty hundredths of an acre 161.30
5. The northwest quarter of section number eleven, township number eleven, range number thirteen east, containing one hundred and fifty-nine acres and thirty hundredths of an acre - - - - - - 159.30
6. The northwest quarter of section number fifteen, township number eleven, in range number thirteen east, containing one hundred and sixty-two acres and fourteen hundredths of an acre - - - - - - 162.14
7. Lots numbers two and five, of section number three, in township number eleven, in range number thirteen east, containing two hundred and ten acres and twenty-two hundredths of an acre - - - - - - 210.22

8. Lot number one, of section number three, township eleven, range number thirteen east, containing one hundred and fifty-seven acres - - - - - 157.00
9. Northeast quarter of section number ten, township number eleven, range thirteen east, containing one hundred and sixty-one acres and thirty hundredths of an acre 161.30
10. Lots numbers one and two, of section number two, township eleven, range thirteen east, containing one hundred and ninety-five acres and twenty-eight hundredths of an acre - - - - - - - - 195.28
11. Southwest quarter of section number fifteen, township eleven, range number thirteen east, containing one hundred and fifty-one acres and eighty-six hundredths of an acre - - - - - - - - 151.86
12. Southeast quarter of section number ten, in township number eleven, range number thirteen east, containing one hundred and sixty-one acres and thirty hundredths of an acre - - - - - - - 161.30
13. Lot number four, of section number three, in township number eleven, range number thirteen east, containing one hundred and sixteen acres and fifty-four hundredths of an acre - - - - - - 116.54

Together with all the buildings and other improvements on the above described plantations, and the horses, oxen, cattle, mules, agricultural implements, and other objects thereunto attached.

Second. The following thirty-seven slaves now on the said plantation, viz:

1, Frank, aged forty years; 2, Dick, aged twenty-eight years; 3, Joe Gray, aged forty years; 4, Nat, aged twenty-eight years; 5, Jacob, aged eighteen years; 6, Joe, aged twenty-five years; 7, Ben, aged twenty-two years; 8, Plato, aged forty years; 9, Big Dave, aged twenty-five years; 10, Wappin, aged twelve years; 11, Rachel, aged twenty years; 12, Daphne, aged four years; 13, Betty, aged one year; 14, Suzan, aged thirty years; 15, Jack, aged eleven years; 16, Nelly, aged ten years; 17, Cyrus aged twenty years; 18, Isaac, aged twenty-two years; 19, William, aged eleven years; 20, John, aged thirty years; 21, Louis, aged three years; 22, Joe, aged five years; 23, Maria, aged ten years; 24, Sarah, aged forty-five years; 25, Martha, aged four years; 26, Phillis, aged thirteen years; 27, Maria, aged forty years; 28, Charity and infant, of thirty-eight years; 29, George, aged fourteen years; 30, Mathilda, aged fourteen years; 31, Edward, aged nine years; 32, Peter, aged seven years; 33, Sam, aged thirty-five years; 34, Celia and infant, aged seventeen years; 35, Mary, aged thirty-six years; 36, George, her son, aged fifteen years; 37, Daphne, aged forty-five years.

Third. And two hundred and forty-four shares, of one hundred dollars each, in the capital stock of the Citizens' Bank of Louisiana, secured by mortgage on the eight first above described tracts of land,

and on ninety-eight slaves, among which are the above named thirty-seven slaves.

The above described plantation, slaves, and stock belong to the said vendor for having purchased the same from Francis Buckner Conrad, assignee of George A. Botts, a bankrupt, per act passed before Lucien Hermann, a notary public in this city, dated the third day of February instant, and in virtue of an act of rectification passed before the undersigned notary under date of this day; and were acquired by the said George A. Botts in the following manner, to wit, the first eight tracts of land of the said plantation, and the said thirty-seven slaves and others, were purchased by the said Botts jointly with Abner Robinson, each for one undivided half or moiety, from the Citizens' Bank of Louisiana, by act passed before Theodore Seghers, notary, on the thirty-first day of January, eighteen hundred and forty; and by an act passed before William Young Lewis, notary, on the eighteenth day of September, eighteen hundred and forty, the said Abner Robinson sold unto the said George A. Botts his said undivided half in and to the said eight first above described tracts of land, and thirty-seven slaves and others; and the five last tracts of land were purchased by the said George A. Botts for Robin. Bell, by an act passed before John Dutton, parish judge, and ex officio notary public, in and for the parish of Iberville, on the tenth day of February, eighteen hundred and forty.

The said Lewis Lesassier hereby declares that he is not provided with a certificate of the recorder of mortgages for the parish of Iberville in this State; and that there are no other mortgages against the landed property and slaves presently sold, than the following, viz:

The mortgage which, by act passed before Theodore Seghers, notary, in this city, on the thirty-first day of January, eighteen hundred and forty, the said George A. Botts and Abner Robinson have consented, in favor of the Citizens' Bank of Louisiana, on the first eight tracts of land above described, and on ninety-eight slaves, among which are the said thirty-seven slaves, to secure the said two hundred and forty-four shares, and all loans to be obtained thereon, and also to secure the payment of a promissory note drawn by George A. *Robinson* and A. Robinson, jointly and severally, to the order of the cashier of the Citizen's Bank of Louisiana, for the sum of fifty-nine hundred and fifty-four dollars and eighty cents, payable on the first of April, eighteen hundred and forty-five, and of other liability; the assumption of which, by act passed before William Young Lewis, a notary, in this city, on the eighteenth day of September, eighteen hundred and forty, the said George A. Botts has taken of the above related mortgage; the mortgage which, by act executed before Theodore Seghers, notary, on the seventh day of April, eighteen hundred and forty, the said George A. Botts has consented as additional security for the payment of the above described promissory note and other liability, on the five last described tracts of land; and the assumption which, by an act of rectification passed before the undersigned notary, under date of

this day, the said Louis Lesassier has taken of the mentioned mortgages, as far as they concern the property presently sold to secure the said two hundred and forty-four shares, and the sum of nine thousand five hundred and forty-six dollars, being a loan made thereon, and also to secure to the amount only of four hundred and fifty-four dollars the payment of the said promissory note.

The said Lesassier further declares that he has paid unto the said Bank the said sum of four hundred and fifty-four dollars.

The said Robert Carter Nicholas, in his capacity, acknowledges himself satisfied with the above declarations of the said Louis Lesassier, hereby exonerating the undersigned notary from all responsibility that could be incurred for the non-production, in the name of the vendor, of a certificate of the judge, ex officio recorder of mortgages, for the said parish of Iberville.

The present sale is made for and in consideration of the total price and sum of sixty-three thousand eight hundred and fifty dollars and forty-two cents, payable in the manner following, viz:

1st. Four thousand dollars cash.

2d. Nine thousand four hundred and forty-seven dollars and seventy-four cents in the assumption by the purchaser of an equal sum, forming the amount of the stock loans obtained by the said Botts and Robinson on the said two hundred and forty-four shares of the Citizens' Bank of Louisiana, being for principal and interest thereon, calculated up to the fourteenth day of November, eighteen hundred and forty-three.

3d. And for the balance, amounting to fifty thousand four hundred and two dollars and sixty-eight cents, 1st, the said purchaser shall bind himself to pay unto the said Louis Lesassier, first, on the first day of March, eighteen hundred and forty-four, the amount of the interest at six and a half per centum per annum on the said sum of fifty thousand four hundred and two dollars and sixty-eight cents, from the fourteenth day of November last past up to the first day of March, eighteen hunhundred and forty-five; and on the first day of March, eighteen hundred and forty-five, and on the first day of March, eighteen hundred and forty-six, and in advance the amount of the interest calculated for one year, at the rate of six and-a-half per centum per annum, on the said sum of fifty thousand four hundred and two dollars and sixty-eight cents. 2d. And the said purchaser shall furnish a note to the order of the said Louis Lesassier, dated this day, of the sum of fifty thousand four hundred and two dollars and sixty-eight cents, and payable on the first day of March, eighteen hundred and forty-seven, fixed, at the domicil of the Citizens' Bank of Louisiana, with the privilege of renewing the same during eight years, on paying at each renewal one-eighth part of the original amount, and the interest at the rate of six and a half per centum per annum in advance.

Now, therefore, the said Robert Carter Nicholas, in his capacity, has presently, and in the sight of the undersigned notary and witnesses, paid cash the sum of four thousand dollars to the said Louis Lesassier,

who acknowledges the receipt thereof, and grants full release and discharge therefor in favor of the said purchaser.

And the said Robert Carter Nicholas, in his capacity, declared that he does hereby assume, in the name of the said Mrs. Widow Bell, the payment of the sum of nine thousand four hundred and forty-seven dollars and seventy-four cents, due in capital and interest unto the Citizens' Bank of Louisiana, by George A. Botts and Abner Robinson, and forming the amount of the stock loans obtained by them on the said two hundred and forty-four shares, which was payable on the first day of January last past, fixed or renewable according to the provisions of the charter of said bank and laws governing stock loans.

The said Robert Carter Nicholas, in his capacity, further declared that he does hereby assume, in order to secure as well the said two hundred and forty-four shares as the payment of the said sum of nine thousand four hundred and forty-seven dollars and seventy-four cents, first, the mortgage which, according to an act passed before Theodore Seghers on the thirty-first day of January, eighteen hundred and forty, the said George A. Botts and Abner Robinson have consented in favor of the Citizens' Bank of Louisiana, on the first eight tracts of land above described, and on the said thirty-seven slaves and others, to secure the sum of twenty-four thousand four hundred dollars, amount of two hundred and forty-four shares in the capital stock of said bank, and all loans to be made thereon. Second. The assumption which, by act passed before William Young Lewis, a notary public in this city, on the eighteenth day of September, eighteen hundred and forty, the said George A. Botts has taken of the above related mortgage. Third. And the assumption which, per act of rectification passed before the undersigned notary under date of this day, the said Louis Lesassier has taken of the above mentioned mortage and assumption of mortgage, binding the said Mrs. Widow Bell; but as far only as the said mortgage and assumption of mortgage concern the landed property and slaves presently sold, to comply with all the clauses and conditions stipulated in the above mentioned acts, of which the said Nicholas, in his capacity, has taken cognizance, in the same manner as if the said acts had been originally consented by the said Mrs. Widow Bell.

And for the balance of the price of the present sale, amounting to the sum of fifty thousand four hundred and two dollars and sixty-eight cents:—

First. The said Robert Carter Nicholas, in his capacity, binds the said Mrs. Widow Bell to pay unto the said Louis Lesassier, 1st, on the first day of March, eighteen hundred and forty-four, fixed, a sum of four thousand three hundred and four dollars and fifty-five cents, forming the amount of the interest at six and a half per centum per annum on the said sum of fifty thousand four hundred and two dollars and sixty-eight cents, calculated from the fourteenth day of November, eighteen hundred and forty-three, up to the first day of March, eighteen hundred and forty-five. 2d. On the first day of March, eighteen hundred and forty-six, fixed, and in advance, a sum of

three thousand three hundred and twenty-one dollars and sixty-eight cents, forming the amount of the interest calculated for one year, at the rate of six and a half per centum per annum on the said sum of fifty thousand four hundred and two dollars and sixty-eight cents.

Second. And the said Robert Carter Nicholas has presently furnished a note subscribed by him, in his aforesaid capacity, under date of this day, made to the order of the said Louis Lesassier, of the sum of fifty thousand four hundred and two dollars and sixty-eight cents, and payable on the first day of March, eighteen hundred and forty-seven, fixed, at the domicil of the Citizens' Bank of Louisiana, with the privilege of renewing the same during eight years on paying at each renewal one-eighth part of the original amount, and the interest at the rate of six and a half per centum per annum in advance; which note, after having been signed "ne varietur" by me, the undersigned notary, in order to be identified with this act (and all renewals of the same shall also be signed "ne varietur" in conformity with this act,) has been delivered to the said Louis Lesassier, who acknowledges the receipt thereof.

It is well understood between the parties, that in case of failure on the part of the said Mrs. Widow Bell to pay punctually, as above stated, the above described note and the interest thereon, the whole debt remaining due on said note shall bear an eventual interest at the rate of eight per centum per annum until final payment, and its entire payment shall become immediately due and demandable, and the benefit of said terms shall be considered as having been lost.

And in order to secure the faithful payment of the amounts of interest, which the said Nicholas, in his capacity, has bound the said Mrs. Widow Bell to pay unto the said Louis Lesassier on the first day of March, eighteen hundred and forty-four, eighteen hundred and forty-five, and eighteen hundred and forty-six, fixed, and also in order to secure the faithful payment as well of the said note of fifty thousand four hundred and two dollars and sixty-eight cents, of all renewals and interests thereon, as the payment of the eventual interest at the rate of eight per centum per annum above stipulated, the said Robert Carter Nicholas, in his capacity, does hereby specially mortgage and hypothecate, in favor of the said Louis Lesassier, or all bearer or bearers of said note, the plantation and thirty-seven slaves presently sold.

The present sale is also made under the following expressed conditions, to wit:

1st. That in order to secure more effectually, as well the payment of the interest which the said Mrs. Widow Bell is bound to pay unto the said Louis Lesassier, on the first day of March, eighteen hundred and forty-four, forty-five, and forty-six, as the payment of the said note of fifty thousand four hundred and two dollars and sixty-eight cents, and of all renewals and interest thereon, the said Mrs. Widow Bell shall mortgage and hypothecate, in favor of the said Louis Lesassier, or all bearer or bearers of said note, the fifty-five slaves she has inherited from her late husband, and which were purchased by the said late Robert Bell from George A. Botts and Abner Robinson.

2d. That the said fifty-five slaves shall be attached to the said plantation, and shall regularly work on the same: Provided, however, that Mrs. Widow Bell shall have the right to withdraw any number of them and place others of an equal value in their stead and place, and this to the satisfaction of the said Louis Lesassier, or whoever may be holder of the aforesaid note.

3d. That in case the said fifty-five slaves, or any number of them, should not continue to work regularly on the said plantation, or in case the said Mrs. Widow Bell should return or withdraw any number of them, and should not place others of an equal value in their stead and place, and to the satisfaction of the said Louis Lesassier, then the said note of fifty thousand four hundred and two dollars and sixty-eight cents, or any part of the same for which the said Mrs. Widow Bell should remain indebted unto the said Louis Lesassier, shall become immediately due and demandable, and the said Louis Lesassier, or any bearer or bearers of said note, shall have the right to proceed against the said Mrs. Widow Bell, on the whole of the property presently sold.

4th. That the said Mrs. Widow Bell shall bind herself to produce, within four months from the date of this act, certificates from the recorders of mortgages, from the parishes of St. James and Iberville, showing that there is no other mortgage against the said fifty-five slaves, to be mortgaged in execution of these presents, in favor of said Louis Lesassier, but the one which will be hereafter consented in favor of the said Lesassier as aforesaid.

And the said Robert Carter Nicholas, in his capacity, having agreed to and bound the said Mrs. Widow Bell to comply with all the above conditions:

Now, therefore, in order to secure more effectually, 1st, the payment of the sum of four thousand three hundred and four dollars and fifty-five cents, amount of interest due by the said Mrs. Widow Bell on the first day of March, eighteen hundred and forty-four; 2d, the payment of the sum of three thousand three hundred and twenty-one dollars and sixty-eight cents, amount of interest due by the said Mrs. Widow Bell on the first day of March, eighteen hundred and forty-five, and also on the first day of March, eighteen hundred and forty-six, fixed; 3d, and the faithful payment of the said note of fifty thousand four hundred and two dollars and sixty-eight cents, and of all renewals and interest thereon, the said Robert Carter Nicholas, in his aforesaid capacity, does hereby specially mortgage and hypothecate, in favor of the said Louis Lesassier, or all bearer or bearers of the said note, the following named fifty-five slaves, viz:

1. Jim, aged twenty-five years.
2. Martin, aged thirty years.
3. Jacob McMairy, aged thirty-seven years.
4. Lewis, aged thirty years.
5. George McMairy, aged twenty-eight years.

6. William, aged eighteen years.
7. Washington, aged twenty years.
8. Davy, aged twenty years.
9. Moses, aged sixteen years.
10. Randan, aged thirty-five years.
11. Saul, aged thirty-five years.
12. Archibald, aged thirty-six years.
13. York, aged twenty-seven years.
14. Peter, aged thirty-five years.
15. Abraham, aged thirty years.
16. Fielding, aged twenty-six years.
17. Sam, aged twenty-eight years.
18. David, aged nineteen years.
19. Ned, aged twenty-seven years.
20. Lucie, aged twenty-three years.
21. Patsey, aged twenty-six years.
22. Caroline, aged four years.
23. Chaney, aged two years.
24 Suckey, aged thirty-five years.
25. Eliza, aged twenty-six years.
26. Harriet, aged fourteen years.
27. Abraham, aged twelve years.
28. Spencer, aged eight years.
29. Maria, aged twenty-five years.
30. Jenny, aged three years.
31. Abby, aged twenty years.
32. Fanny, aged twenty-eight years.
33. Ketty, aged fifteen years.
34. Eliza, aged thirty years.
35. Lucy, aged thirteen years.
36. Robert, aged twelve years.
37. Francis, aged ten years.
38. Emily, aged ten years.
39. Caroline, aged five years.
40. Cesar, aged three years.
41. Winney, aged thirty years.
42. Patsey, aged seventeen years.
43. William, aged eighteen years.
44. Wyatt, aged two years.
45. Anderson, aged two years.
46. Hannah, aged thirty-five years.
47. Miles, aged thirteen years.
48. Letty, aged twelve years.
49. Jones, aged three years.
50. Harriett, aged two years.
51. Mary, aged nineteen years.
52. Louisa, aged twenty-one years.
53. Juliet, aged thirty years.

54. Ned, aged twelve years, and
55. Nancy, aged three years.

Which slaves belong to the said Mrs. Widow Bell, as the universal legatee of her said husband, were purchased by the late Robert Bell from George A. Botts and Abner Robinson, as per two acts, the first passed before John Dutton, parish judge, ex officio notary public for the parish of Iberville, on the tenth day of January, eighteen hundred and forty; and the second passed before Edward Barnett, notary public, representing Joseph B. Marks, a notary public in this city, of the fifteenth day of September, eighteen hundred and forty.

The said Robert Carter Nicholas, in his aforesaid capacity, binds the said Mrs. Widow Robert Bell neither to sell nor to encumber the slaves and plantation presently sold, or the fifty-five slaves above mortgaged, until the final payment in capital and interest of the said note of fifty thousand four hundred and two dollars and sixty-eight cents, and of the amounts of interest above stipulated.

The said Louis Lesassier declares that he is married, but that he is separate in property with his wife, as will appear by his marriage contract, passed before Jesse R. Jones, judge of the parish of Saint Tammany, in this State, on the tenth day of June, eighteen hundred and twenty-eight.

Done and passed at New Orleans, in my office, on the day, month, and year first above written, in the presence of Messrs. Armand Durel and Victor Demoruelle, competent witnesses, who have signed these presents, together with the said appearers and me, the notary, after due reading thereof.

(Signed) L. LESASSIER,
ROBERT CARTER NICHOLAS,
A. DUREL,
V. DEMOURUELLE,
CH'S BOUDOUSQUIÉ, *Not. Pub.*

A true copy of the original.

(Signed) CH'S BOUDOUSQUIÉ, [SEAL.]
Notary Public.

Document No. 13.

Act of agreement between Mrs. Widow Bell and the Citizens' Bank.

Filed 1st December, 1847.

In the city of New Orleans, in the State of Louisiana, this twenty-ninth of February, eighteen hundred and forty-four, and in the sixty-eighth year of the independence of the United States of America, before me, Charles Boudousquié, notary public, duly commissioned and sworn, in and for this city and the parish of Orleans, therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mr. Louis Lesassier, residing in this

city, on the first part; Mr. Robert Carter Nicholas, residing in the parish of St. James, in this State, herein acting in his capacity of attorney of Mrs. Caroline S. Butler, widow of the late Robert Bell, of the said parish of St. James, in virtue of a power of attorney passed before Jean B. Ferchaud, a notary public for the said parish of Saint James, on the twenty sixth day of January last past—a certified copy of which power is hereto annexed—on the second part; and Mr. James Boyd Hullin, residing in this city, herein acting in his capacity of president of the board of managers of the Citizens' Bank of Louisiana, in virtue of a resolution passed by the said managers in their sitting of the ninth of February, of the third part; who declare, that by an act passed before Theodore Seghers, a notary public in this city, on the thirty-first day of January, eighteen hundred and forty, the Citizens' Bank of Louisiana sold to George Ann Botts and Abner Robinson a plantation in the parish of Iberville, and ninety-eight slaves thereto attached, for the sum of seventy-five thousand dollars, of which five thousand nine hundred and fifty dollars consisted in a stock note, executed by the said George Ann Botts; and for the balance of sixty-nine thousand and fifty dollars the said Botts and Robinson executed thirteen joint and several promissory notes to the order of the said George Ann Botts, payable at different periods, and bearing interest from their date.

That by an act passed before the same notary on the seventh day of April, eighteen hundred and forty, several of the said notes were cancelled by consent of the parties, and others of different sums, but otherwise drawn and endorsed, and payable in the same manner as those above mentioned, were substituted in their place.

That all the said notes were secured by a special mortgage and vendor's privilege on the aforesaid land and the said ninety-eight slaves, and were identified with the said acts.

That by an act passed before John Dutton, parish judge, ex officio notary public, in and for the parish of Iberville, on the tenth of February, eighteen hundred and forty, the said George Ann Botts sold fifty-five of the aforesaid slaves (counting the children separately from their mothers) to the said late Robert Bell.

That by an act passed on the fifteenth day of September, eighteen hundred and forty, before Edward Barnett, representing Joseph B. Marks, a notary public in this city, the said Abner Robinson ratified and confirmed the said sale.

That from the premises, it appears that said slaves were followed in the hands of the said Robert Bell by the mortgage stipulated in the aforesaid act of sale of January thirty-first, eighteen hundred and forty, by the Citizens' Bank to the said Botts and Robinson, and were bound for the payment of the notes issued by the said Botts and Robinson, in pursuance of said act, and identified therewith.

That the said Robert Bell departed this life on the fourth day of December, eighteen hundred and forty-two, leaving a will, which has since been duly ordered to be executed by the honorable court of pro-

bates in and for the parish of St. James, and by which he nominated the said Mrs. Widow Bell his sole and universal legatee, and that she has accepted his succession.

That among the property thus inherited by the said Mrs. Widow Bell from her said late husband were the said fifty-five slaves sold and transferred to the said Robert Bell by the said George Ann Botts, by the said act of the tenth of February, eighteen hundred and forty, executed before the parish judge of the parish of Iberville.

That the said Mrs. Widow Bell, represented by the said Robert Carter Nicholas, has purchased, by act under date of this day, before the undersigned notary, from the said Louis Lesassier, a plantation, situated in the parish of Iberville, and the slaves thereto attached; and in order to secure the payment of the price of the said plantation and slaves, the said Robert Carter Nicholas, as attorney of the said Mrs. Widow Bell, has consented [to] a mortgage on the said plantation and slaves in favor of the said Lesassier, and also a first mortgage on the said fifty-five slaves, and in his capacity has bound the said Mrs. Widow Bell to procure, within four months from the execution of the said sale, certificates from the parishes of Iberville and St. James, stating that there is no other mortgage recorded on the said slaves than the mortgage granted as aforesaid in favor of the said Louis Lesassier.

That the said Louis Lesassier has transferred unto the Citizens' Bank of Louisiana the note subscribed in his favor by the said Robert Carter Nicholas, in his capacity, for the price of purchase of the said plantation and slaves, and has subrogated the said bank to all the rights and privileges which he has acquired under the said act of sale; in consequence whereof the said Citizens' Bank of Louisiana is now entitled to claim from the said Mrs. Widow Bell the execution of her engagement to procure, within four months from the date of the said sale, the proof that there is no other mortgage recorded on the said slaves than the mortgage consented as aforesaid in favor of the said Louis Lesassier.

And the appearers further declared, that from the preceding statements it appears that the said fifty-five slaves are mortgaged for the payment of the notes executed by the said George A. Botts and Abner Robinson, in compliance with the aforesaid act, passed before Theodore Seghers, notary, on the thirty-first of January, eighteen hundred and forty, by far the greater part of which is still unpaid. That said mortgage cannot be raised unless all the said notes are paid. That the said George A. Botts has become a bankrupt, and has obtained his discharge. That the said Abner Robinson has died, and his estate is now in course of administration in the court of probates, of the parish of Lafourche Interior. That the Citizens' Bank, being still the holder of all the notes identified with the said act of the thirty-first of January, eighteen hundred and forty, has obtained a judgment on such of them as are matured against the estate of said Robinson, and intends to prosecute the remaining notes to judgment as they may mature. That the situation of said estate renders it impossible that said notes can be paid

before a considerable space of time; and that therefore, independently of the danger resulting from the liability of said slaves for the notes of Botts and Robinson, the existence of said mortgage impedes the performance of the engagement taken by the said Mrs. Widow Bell towards the said Lesassier, or his assigns, to give a first mortgage on the said slaves.

That besides the said conventional mortgage there have been recorded one or more judicial mortgages against the said Robert Bell, which, although in course of settlement, cannot be immediately satisfied.

And whereas, the notes and the claims for interest thereon furnished by the said Mrs. Widow Bell for the price of said plantation and slaves, have been transferred by the said Louis Lesassier unto the Citizens' Bank of Louisiana: It has been agreed by the said Mrs. Widow Bell and the said bank, that the mortgage now held by the said bank upon the aforesaid slaves shall remain in full force; that the said bank shall even have the right of executing said mortgage upon said slaves to the amount to which the aforesaid notes of Botts and Robinson, which are secured by said mortgage may have matured; but that so soon as the said Mrs. Widow Bell shall justify that there are no other mortgages recorded against the said fifty-five slaves, but the mortgage granted as aforesaid in favor of the said Louis Lesassier, and the one resulting from the sale by the said Citizens' Bank to the said Botts and Robinson, per act before Theodore Seghers, notary, on the thirty-first of January, eighteen hundred and forty, then the Citizens' Bank of Louisiana shall give full release and discharge of this last mortgage, and any amount which the said Mrs. Widow Bell may have paid on said mortgage, shall be refunded to her, and the said Citizens' Bank shall prosecute its claims arising from the said act of the 31st day of January, eighteen hundred and forty, only against the estate of said George A. Botts and Abner Robinson, and shall release the said Mrs. Widow Bell and any property belonging to her, from all claims arising out of said debt of Botts and Robinson.

It being however well understood, this release shall only extend to the above mentioned mortgage, by which the above thirteen notes of Botts and Robinson, other than stock notes are secured, and that the mortgage given to secure the aforesaid two hundred and forty-four shares of the stock of the Citizens' Bank and the loans obtained on said stock, shall remain in full force as it was before the signing of this act.

Now, therefore, the said James Boyd Hullin, in his capacity, binds the Citizens' Bank of Louisiana, as soon as the said Mrs. Widow Bell shall justify that there *are* no other mortgage recorded against the said fifty-five slaves, named in the said act of sale, than the mortgage granted as aforesaid in favor of the said Louis Lesassier, and the mortgage resulting from the sale by the Citizens' Bank to the said Botts and Robinson, by the aforesaid act of the thirty-first day of January, eighteen hundred and forty, before Theodore Seghers, notary, to give full release and discharge of this last mortgage, and also to release the said Mrs. Widow Bell, and any property belonging to her, from all claims

arising out of said debt of Botts and Robinson; it being however well understood, that this release shall only extend to [the] above mentioned mortgage, by which the above described thirteen notes of Botts and Robinson, other than stock notes, are secured; and that the mortgage given to secure the aforesaid two hundred and forty-four shares of the stock of the Citizens' Bank and the loans obtained on said stock, shall remain in full force as it was before the signature of this act.

Done and passed at New Orleans, in my office, on the day, month, and year first above written, in the presence of Messrs. Victor Demoruelle and Armand Durel, competent witnesses, who have signed these presents together with the said appearers and me, the notary, after due reading thereof.

(Signed) ROBERT CARTER NICHOLAS,
L. LESASSIER,
JAMES B. HULLIN,
A. DUREL,
V. DEMORUELLE,
CHS. BOUDOUSQUIE, *Not. pub.*

A true copy of the original. New Orleans, this 9th April, 1844.
(Signed) CHS. BOUDOUSQUIE, *Not. pub.*

Document No. 14.

Sale of plantation and slaves from Widow Bell to Samuel Harrison.

Filed 1st December, 1847.

In the parish of St. James, State of Louisiana, this 9th day of May, (1844,) eighteen hundred and fourty-four, and in the sixty-eighth year of the independence of the United States of America, before me, John B. Ferchaud, notary public, duly commissioned and sworn in and for this parish, therein residing, and in presence of the witnesses hereinafter named and undersigned, personally came and appeared Mrs. Caroline S. Butler, widow of the late Robert Bell, residing in the parish of Saint James, in this State; which said appearer does by these presents grant, bargain, sell, assign, transfer, convey, and set over, with all lawful guarantees, unto Mr. Samuel Thompson Harrison, residing in New Orleans, here present, and accepting purchaser for himself, his heirs and assigns, the following described landed property, named slaves, and stock, viz.:

1st. A certain land or plantation, situated in the parish of Iberville, in this State, on the right bank of the river Mississippi; the said land or plantation being composed of the following tracts of land, to wit:

First. The northeast quarter of section number fifteen, township number eleven, in range number thirteen east, containing one hundred and sixty-one acres and forty-hundredths of an acre - - - - - - 161.40

Second. The northwest quarter of section number ten, town-

ship eleven, range thirteen east, containing one hundred and sixty-one acres and thirty-hundredths of an acre - 161.30

Third. Lots numbers three and four, of section number two, township eleven, range thirteen east, containing one hundred and thirty-six acres and eighty-seven hundredths of an acre - - - - - - - - 136.87

Fourth. The southwest quarter of section number ten, township eleven, in range number thirteen east, containing one hundred and sixty-one acres and thirty-hundredths of an acre - - - - - - - - 161.30

Fifth. The northwest quarter of section number eleven, in range number thirteen east, containing one hundred and fifty-nine acres and thirty-hundredths of an acre - - 159.30

Sixth. The northwest quarter of section number fifteen, township eleven, in range number thirteen east, containing one hundred and sixty-two acres and fourteen-hundredths of an acre - - - - - - - - 162.14

Seventh. Lots numbers two and five, of section number three, township number eleven, range thirteen east, containing two hundred and ten acres and twenty-two hundredths of an acre - - - - - - - - 210.22

Eighth. Lot number one, of section number three, township eleven, in range number thirteen east, containing one hundred and fifty-seven acres - - - - - 157.00

Ninth. Northeast quarter of section number ten, township eleven, in range number thirteen east, containing one hundred and sixty-one acres and thirty hundredths of an acre 161.30

Tenth. Lots one and two, of section number two, township eleven, in range number thirteen east, containing one hundred and ninety-five acres and twenty-eight hundredths of an acre - - - - - - - - 195.28

Eleventh. Southwest quarter of section number fifteen, township eleven, in range number thirteen east, containing one hundred and fifty-one acres and eighty-six hundredths of an acre - - - - - - - - 151.86

Twelfth. Southeast quarter of section number ten, township eleven, in range thirteen east, containing one hundred and sixty-one acres and thirty hundredths of an acre - - 161.30

Thirteenth. And lot number four, of section number three, township number eleven, in range number thirteen east, containing one hundred and sixteen acres and fifty-four hundredths of an acre - - - - - - 116.54

Together with all the buildings and other improvements on the above described plantation, and the horses, oxen, cattle, mules, agricultural implements, and other effects thereto attached.

2d. Thirty-seven slaves on said plantation of the following description, to wit: 1, Frank, aged 40 years; 2, Dick, 28; 3, Joe Gray, 40; 4, Nat, 28; 5, Jacob, aged 28 years; 6, Joe, aged 25 years; 7, Ben, 22;

8, Plato, 40; 9, Big Davy, 25; 10, Wappin, 12; 11, Rachael, 20; 12, Daphne, 4; 13, Nelly, 1; 14, Susan, 30; 15, Jack, 11; 16, Neely, 10; 17, Cyrus, 20; 18, Isaac, 22; 19, William, 11; 20, John, 30; 21, Lewis, 3; 22, Joe, 5; 23, Maria, 10; 24, Sarah, 45; 25, Martha, 4; 26, Phillis, 13; 27, Maria, 40; 28, Charity, 38, and infant; 29, George, 14; 30, Mathilda, 14; 31, Edward, 9; 32, Peter, 7; 33, Sam, 35; 34, Cyha, 17, and infant; 35, Mary, 36; 36, George, 15; 37, Daphne, 45.

3d. And two hundred and forty-four shares of one hundred dollars each, in the capital stock of the Citizens' Bank of Louisiana, secured by mortgage on the first eight tracts of said plantation, and on the ninety-eight slaves, among which are the said thirty-seven slaves above named.

The above described landed property, named slaves, and stock, belong to Mrs. Widow Robert Bell, for having purchased the same from Louis Lesassier, as per two acts passed before Charles Boudousquié, a notary public in the city of New Orleans, on the twenty-ninth day of February last, 1844. By the certificate of the recorder of mortgages, in and for the parish of Iberville, bearing date the seventeenth day of April last past; and hereunto it appears there exist no other mortgage on the above described landed property and named slaves than that granted to the Citizens' Bank to secure the payment of a sum of fifty-nine thousand eight hundred and fifty dollars.

This sale is made in consideration of the sum of sixty-eight thousand one hundred and fifty-four dollars and ninety-seven cents, payable in the manner following, viz:

1st. The sum of four thousand dollars cash, which the said purchaser has paid to the said vendor, who hereby acknowledges receipt thereof, and grants acquittance therefor.

2d. The sum of five thousand three hundred and fifty-eight dollars and sixty-nine cents, in cash, which the said purchaser has paid to the Citizens' Bank of Louisiana, to the acquittance of said vendor, as is acknowledged by the said vendor, the said payment having been made as follows: 1st. A sum of one thousand and fifty-four dollars and fourteen cents, in diminution of the amount due on the stock loan to the said bank, as shown by said vendor's title, the balance remaining due on said stock loan being now reduced to eight thousand three hundred and ninety-three dollars and sixty cents; and 2d. A sum of four thousand three hundred and four dollars and fifty-five cents, paid by said purchaser to said bank for the interest instalment due on the first of March, eighteen hundred and forty-four; and which payment the said vendor has bound herself to make on said day, in her deed of said property. 3d. The sum of eight thousand three hundred and ninety-three dollars and sixty cents, in the assumption which the said purchaser makes of the stock debt due to said bank as aforesaid, which debt he promises to pay in behalf of said vendor; and 4th. In the assumption by said purchaser of the debt of fifty thousand four hundred and two dollars and sixty-eight cents, due by said vendor to the said bank; which debt the said purchaser promises to pay, together with all

interest in the place, and behalf of his said vendor, at the respective periods set forth in the deed of purchase of said Mrs. Bell.

The said purchaser further promises the said Mrs. Bell that he will cause the mortgage which exists on her fifty-five slaves, now on said plantation, and which are not conveyed to him, to be cancelled and erased as soon as possible; and the said purchaser further declared that, in order to secure the payment as well of the said sum of eight thousand three hundred and ninety-three dollars and sixty cents, and all interest thereon, as of the sum of twenty-four thousand four hundred dollars, forming the amount of the said two hundred and forty-four shares, he does hereby assume the following mortgages and assumptions of mortgages, but as far only as the same concern the property presently sold, viz:

1st. The mortgage which according to an act passed before Theodore Seghers, notary, on the thirty-first day of January, eighteen hundred and forty, the said G. A. Botts and A. Robinson have consented in favor of the Citizens' Bank of Louisiana, on the first eight tracts of land above described, and on the thirty-seven slaves and others, to secure the sum of twenty-four thousand four hundred dollars, forming the amount of the said two hundred and forty-four shares in the capital stock of said bank, and all loans to be made thereon.

2d. The assumption which by act passed before William Young Louis, a notary public, in the city of New Orleans, on the eighteenth day September, eighteen hundred and forty, the said George A. Botts has taken of the above related mortgage.

3d. The assumption which, by an act of rectification, passed before Chas. Boudousquié, a notary public, in the city of New Orleans, on the twenty-ninth day of February, eighteen hundred and forty-four, the said Louis Lesassier has taken of the above mentioned mortgage and assumption of mortgage.

4th. And the assumption which per act passed before the said notary, Charles Boudousquié, on the twenty-ninth day of February, eighteen hundred and forty-four, the said Mrs. Widow Robert Bell has taken of the above related mortgage and assumption of mortgage, binding herself to comply; but as far only as the said mortgage and assumption of mortgage concern the property presently sold, and all the clauses, conditions, and stipulations, contained in the above related acts of which he has taken cognizance, as if the same had been originally consented by him.

To have and to hold the said plantation, slaves, and stock, unto the said purchaser, his heirs and assigns, to their proper use and behoof forever. And the said vendor, for herself, her heirs and assigns, the said plantation, slaves, and stock, to the said purchaser, his heirs and assigns, shall warrant and defend against the claims of all persons whomsoever; and the said vendor does moreover subrogate the said purchaser to all the rights and actions of warranty which she has, or may have, against her vendor, or the vendors of her vendor, fully authorizing said

purchaser to exercise the said rights and actions in the same manner as she herself might or could have done.

Thus done and passed, in the parish of St. James, on the day and year first above written, in presence of Messrs. Robt. Carter Nicholas and Robert J. Bell, witnesses, residing in this parish, who have hereunto signed their names with the parties to said act, and me, notary, after due reading thereof.

(Signed) CAROLINE S. BELL,
" SAM'L T. HARRISON.

ROBERT CARTER NICHOLAS,
R. J. BELL.

J. B. FERCHAUD, *Not. pub.*

A true copy from the original on record in my office. In testimony whereof I grant these presents, under my signature and seal of office, at the parish of St. James, this twelfth day of June, A. D. 1844.

(Signed) J. B. FERCHAUD, *Not pub.*

I, Louis Petit, recorder, in and for the parish of Iberville, do hereby certify the foregoing to be a true copy from the records in my office, inscribed [in] record book designated W, No. 71.

In testimony whereof I have hereunto set my hand and seal of office, this 29th day of December, A. D. 1846.

[L. S.] (Signed) L. PETIT, *Recorder.*

Document No. 15.

Record of proceedings in the General Land Office, filed 1st December, 1847.

GENERAL LAND OFFICE, *Jan.* 28, 1847.

SIR: Under the eighth section of the act of 4th September, 1841, entitled "An act to appropriate the proceeds of the sales of the public lands, and to grant pre emption rights," I have the honor to submit herewith list No. 9 of selections in the New Orleans district, Louisiana, that the tracts described therein may be approved, subject to any right which may have existed at the time of the selection.

Some of the tracts in this list, together, form less than the compact parcel of 320 acres, but have been taken by the State in lieu of that quantity; and the area of some of the tracts, together exceeding the minimum, has been corrected (in red ink) to conform to the quantity shown by the plat on file in this office, making the aggregate for approval, as corrected, 3,382 $\frac{59}{100}$ acres. All the tracts embraced by this list were originally covered by Houmas floats, which were cancelled, and which have been the subject of much correspondence. The ground upon which these selections are now submitted is, that subsequent to the Houmas floats being cancelled, and while the land was considered and treated as public land, the State selected it.

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Final action on these selections was suspended to await the action of Congress; and, by the act of 3d of August, 1846, the Secretary of the Treasury, the Attorney General, and Commissioner of the General Land Office, were constituted a board to adjudicate all suspended pre-emption land claims, &c., and "to determine upon principles of equity and justice, as recognised in courts of equity, and in accordance with general equitable rules and regulations, &c." Such cancelled pre-emption floats, therefore, as were not disposed of after cancellation, and before the passage of the law, are now in preparation, to be submitted for approval pursuant to the act referred to of the 3d of August, 1846. The tracts now submitted for your approval, as State selections, were, at the time of the selection, treated as public lands, (the location by the floats being without any legal validity,) and on that ground are submitted for your approval.

The practice of this office is not to treat with the parties claiming by State warrants in any other light than State agents, and to throw them upon the State authority for such redress as they may seek; therefore, whenever this office is called upon to decide on a State location, it does so without reference to those who purchased from the State, because the sale of it by the State is a matter between the State and the purchaser, and not this office.

The State is authorized, under the law, to make certain locations, and it is with the State authority, and not the purchaser, that this office has to treat.

If the State selects a tract of land, and it is rejected, the cause of its rejection is communicated, and the State has no further control over it. If it is approved, the approval is communicated, and the State can dispose of it in such manner as it may think best; but if the State disposes of a tract of land before its approval, and the selection is rejected, the purchaser has to look to the State for redress and not to the General Government; hence it is that the selections are always treated as coming directly from the State, without regard to the form adopted by it for the disposal of its selections.

These facts are only brought to your notice because of the letter from T. Landry, esq., to you, of the 1st inst., in relation to the northwest quarter [of] section 11, and lot No. 3 of sect. 2, in township 11, range 13 east, which was referred to this office on the 16th inst. for report.

In connexion with the foregoing statement, I herewith enclose a copy of a letter from this office, of the 28th December, 1846, in reply to the communication of the 6th November, 1846, referred to in Mr. Landry's letter to you of the 1st inst.

It is proper here to call your attention to an error in the statement made to Mr. Landry in the communication of the 28th December, 1846, and which requires to be corrected. It is this: When the letter of the 28th December, 1846, was written, a list of all the suspended cases was in preparation, in order to the selection of those which were to be adjudicated under the act of 3d of August, 1846; many of the cases then on that list have since been withdrawn, as not belonging to

the category of cases coming within the purview of the law, and which led to Mr. Landry's being informed that the pre-emption, instead of the selection, would be submitted for approval. This fact is now called to your attention, with a view to correct any erroneous impression that might grow out of the statement referred to, viz., that the tracts would be submitted as pre-emption claims, when in fact they are submitted for approval as State selections.

The foregoing remarks, together with the return of Mr. Landry's letter to you, and the copy of the letter to him, you will be pleased to consider as the report.

I have the honor to be, very respectfully,
Your obedient servant,
(Signed) JAMES H. PIPER,
Acting Com.

Hon. R. J. WALKER,
Secretary of the Treasury.

GENERAL LAND OFFICE,
February 24th, 1847.

SIR: I have the honor to return herewith the letter of the Hon. Henry Johnson, of the 13th instant, and in obedience to your request, as endorsed thereon, I make the following report.

In reference to the class of cases first referred to by Mr. Johnson, I have to state, that under the circular of 22d July, 1834, claims alleged to be founded upon the 3d section of the act of 19th June, 1834, when presented at any local land office, were directed to be specially reported, with all the testimony, for the decision of the Secretary of the Treasury, and special directions were given as to the character of the testimony required. No reference or report of such cases was made from the New Orleans land office, for the decision of the Department; but the entry of 102 cases [was] allowed at that office upon printed forms of proof; merely alleging that the claimant in each case was a settler on a certain tract of land, and entitled to it by virtue of the Pre-emption law of 1830, but was deprived of the same by a construction placed upon that law by the Secretary of the Treasury, when, at the very time of taking that testimony, the tract alleged to have been settled on was, in many instances, vacant; in others, had been entered by other persons under the act of 19th June, 1834; in others, the tract had been disposed of long before the date of the law of 1830; and in others, the land had no existence. There was no reference to the particular construction of the law of 1830 by the Secretary of the Treasury, which had deprived the party of a right, nor any testimony going to show that any such right had ever existed. The said 102 cases were all upon their face most grossly fraudulent; and as early as the 3d July, 1838, (as soon as this office could obtain from the land officers the testimony upon which those claims were allowed, and examine the same,) their illegality was decided on, and that fact communicated to the land officers, and subsequently to Mr. Johnson himself, and to various persons applying

in behalf of themselves or others interested in said entries. These cases at New Orleans are the only entries made at any of the land offices under that third section of the act of 19th June, 1834; and of the 102 entries so made, there remain but 36 in which the parties have not taken back the purchase money. Efforts have been heretofore made in Congress for the passage of a law designed to confirm certain suspended entries in Louisiana, and a bill for that purpose passed the Senate in 1844; but said bill expressly excluded "any entry in which fraud shall appear;" and in the rules drawn up under the act of 3d August last, the same exception was made as to fraud.

If the additional rule, which has been the subject of consideration in the personal interviews lately had with you, should be adopted, these 36 cases, or such of them as have passed into the hands of innocent and bona fide purchasers, will be provided for, and this office be enabled to confirm the same.

In reference to the class of cases referred to in the latter part of Mr. Johnson's letter, I would beg leave to refer you to my letter to you of the 28th January, 1847, in which the conflicting claims arising from locations made by floats from the Houmas claim, and locations made by the State of Louisiana, under the act of 4th September, 1841, were presented for your action.

The original claims within the Houmas claim, and the floats arising therefrom, have long since been declared illegal and void, the certificates cancelled, and the purchase money in many cases returned to the parties in interest, and the land subsequently disposed of to others. Such of said cancelled floats in which the purchase money had not been returned, and the land had not been located by any other claim, have been confirmed under the act of 3d August, 1816; but where the tracts embraced by said floats have been located by other valid claims prior to the 3d August, 1846, this office did not deem it within its province to set aside a legal and valid claim, in order to confirm one founded upon equitable grounds merely, and not recognised by law until after the former claim had arisen and attached to the land.

The letter of the late Commissioner, dated 7th March, 1846, to the chairman of the Committee on Private Land Claims, in the House of Representatives, in relation to these claims, (a copy of which is enclosed to you by Mr. Johnson,) expressly states, that no objection is seen to a confirmation of the titles by a special law, "where there are no opposing private rights," and in the copy of the bill submitted with that private letter, a distinct reservation was made, that in no case should an entry be confirmed, to which "there are other legal objections than those arising from the nature of the origin of such floats." And in the copy of the communication to the register and receiver of the 9th March last, (intended to prevent any further disposition of the land embraced by these floats from the Houmas claim, in consequence of the proposed action in Congress,) reference is made to the locations by the State of the land included in a portion of said entries, and the land officers advised of the suspension of said locations to await the action of Congress on the said bill, they being at the same time advised, that if the con-

templated law "confirms all entries made by bona fide assignees, it will, in all probability, defeat all locations made by State selections."

That bill did not become a law, but seems to have been abandoned after the passage of the act of 3d August, 1846; and the only question is, should the said act be regarded as giving to the assignees of an entry, theretofore held to be null and void, a claim to a patent for land, which, prior to the passage of said act, had been located by a legal and valid claim of the State, and which has been deeded by the State to another person. This office would strongly incline to the side of the first entry, inasmuch as, under the faith of some ultimate action by Congress, the purchasers under that entry had made, it would seem, valuable improvement on the land; and it is judged that the location by the State was made at the instance of the present holder of the interest of the State for speculative purposes, knowing the improved condition of the land, and the actual possession by others; but it is met at once by the fact, that such original entry was without authority of law, and did not divest the land of its character of public land liable to be selected by the State; and under advice sought from this office on the subject, the register was advised to that effect, it being presumed that the said assignees would be the first to avail themselves of the opportunity of making locations which would secure their titles to the land.

The subject is one of deep interest to the assignees of the particular entries referred to, and I should be happy to carry out any directions of yours, which you may deem necessary or right in the premises. If the State locations are not deemed by you legal and valid, the only objection to the confirmation of the floats under the act of 3d August, 1846, would be removed.

With much respect, your ob't serv't,

(Signed) JAMES H. PIPER.
Acting Commissioner.

Hon. R. J. WALKER,
Secretary of the Treasury, U .S.

TREASURY DEPARTMENT, *June 28th*, 1847.

SIR: In reply to your communication of the 24th February last with respect to conflicting claims to land under floats in Louisiana, and selections made by that State, I would state, that I propose to approve the locations made under the floating claims held by the actual settlers and improved by them, in preference to the State locations made subsequently and covering those improvements.

This decision is not to affect favorably or otherwise the question, also the validity and extent of the Houmas claim.

The papers are herewith returned for the presentation to me of the cases in such form as may be rendered necessary by the present decision.

Respectfully,

(Signed) R. J. WALKER,
Secretary of the Treasury

R. M. YOUNG, esqr.,
Commissioner General Land Office.

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GENERAL LAND OFFICE, *July 9th*, 1847.

SIR: I have the honor to submit herewith abstract No. 25, embracing ten cases of entry by pre-emption, made at the land office at New Orleans, in the State of Louisiana, which were heretofore suspended at this office. They have been adjudicated by me and placed in the first class, under the act of 3d August, 1846, entitled "an act providing for the adjustment of all suspended pre-emption land claims in the several States and Territories."

Accompanying that abstract will be found the proof in two of the cases, they being entries of the land specified in such proof, the certificates in those two and the balance of the cases, which are entries founded upon an alleged right to floats, the respective assignments belonging to said entries, and the report made to me in reference to the causes of suspension.

The abstract and papers are sent for the action of yourself and the Attorney General, as prescribed by the proviso of the 1st section of the act of 3d August last above referred to.

With much respect, your ob't serv't,

(Signed) RICHARD M. YOUNG,
Commissioner.

Hon. R. J. WALKER,
Secretary of the Treasury.

Abstract No. 25

of cases of suspended entries adjudicated by the Commissioner of the General Land Office, under the act entitled "an act providing for the adjustment of all suspended pre-emption land claims in the several States and Territories," approved 3d August, 1846.

Abstract No. 25.

Dist. in which the entry was made.	No. of certificate.	Names of the purchasers.	Names of Assignees.	Tracts entered.				Date of the pre-emption act.	Cause of suspension.
				Part of S.	S.	T.	R.		
N. Orleans, La.	106½	Louis Part and J. Bapt. Decouteau.	Sam'l T. Harrison	Lot 1 of	3,	11 S.	13 E.	19th June, 1834.	The first seven cases on this abstract are entries by floats, arising from settlements within the "Houmas claim," and would have been embraced with similar cases, in Abs't No. 13; but that the land, in whole or in part, has been selected by the State under act of 4th Sept, 1841, since the floats were decided to be illegal under act of 1834
	107½	Firmin Duplessis and Adolphe Bercegeai.....	Do.	N. W. qr.	10,	"	"	"	
	108½	Francis Decouteau and Zephirin Decouteau.....	Do.	Lots 3 & 4 of	2,	"	"	"	
	109½	Hiram Bard and Charlotte Cooper.	Do.	S. W. qr.	10,	"	"	"	
	110½	Valentine Henderson and Amant Henderson.....	Do.	N. W. qr.	11,	"	"	"	
	111½	Terrence Poujol and Azanari Poujol	Do.	N. W. qr.	15,	"	"	"	
	113½	Drozin Poujol and François Poujol.	Do.	Lots 2 & 5 of	3,	"	"	"	
	1,048	Charles Dardest.....	Hilary B. Cenas.	S. W. qr.	110,	6 S.	9 E	"	Third section cases, so called, which are all fraudulent.
	1,061	Marie Modeste Guillot.....	Trasimon Landry	Lot or	72,	11 S.	15 E.	"	
	1,360½	John Fitzgerald and Hypolite Fitzgerald.....	And'w Hodge, jr.	Lot or	42,	1 S.	7 E.	"	Floats, and improperly allowed. Purchasers are man and wife.

GENERAL LAND OFFICE, *July* 9, 1847.

I have examined the above ten (10) cases of pre-emption entry made at the New Orleans land office, Louisiana, and heretofore suspended at this, and have adjudged that patents shall issue on the same in the names of the respective assignees, the entries being such as are referred to in the act of 3d August, 1846, and brought within the rules and regulations established under said act, the first seven under the 3d and 15th rule, and the three last under the 15th rule.

The action of the Secretary of the Treasury, as communicated to me in his letter of the 28th June last, in reference to the State selections interfering with the first seven cases, removes that cause of objection previously existing.

(Signed) RICHARD M. YOUNG,
Com'r, General Land Office.

Approved, 2d August, 1847.
(Signed) McC. YOUNG,
Act'g Sec'y of Treasury.

Approved, August 27, 1847.
Without prejudice for or against the Houmas claim.
(Signed) NATHAN CLIFFORD,
Attorney General.

GENERAL LAND OFFICE, *October 13th*, 1847.

I, Richard M. Young, commissioner of the General Land Office, do hereby certify, that the foregoing ten pages are truly copied from the records and files in this office.

In testimony whereof I have hereunto set my name, and caused the seal of the General Land Office to be hereunto affixed the day and date last above mentioned.

(Signed) RICHARD M. YOUNG,
Commissioner.

Document No. 16.

Application for purchase of land by A. M. Foley, from Register L. O.

Filed 1st December, 1847.

NEW ORLEANS, *22d December*, 1845.

I, A. M. Foley, of the parish of Orleans, do hereby apply to become the purchaser of E. half [of] section 10, frac. sec. 3, and N. W. qr. in section 15, township eleven S., of R. thirteen east, being at the minimum price of —— per acre.

For Mr. FOLEY,
(Signed) J. LAIDLAW.

Declined issuing a warrant as asked for, and issued one in blank.
(Signed) R. J. KER, *Register.*

I certify the foregoing to be a true copy of the original, entered upon the application book of this office.

(Signed) ROBERT J. KER, [SEAL.]
Register.

Document No. 17.

Certificate of location of land by A. M. Foley in U. S. L. O., N. O.
Filed 1st December, 1847.

Southeastern district of Louisiana, warrant No. 45.

I, Peter Laidlaw, register of the United States land office at New Orleans, do hereby certify, that Arthur M. Foley, of the parish of Assumption, in virtue of a warrant No. (45) forty-five, issued this seventh day of January, 1846, by the land office of the State of Louisiana, and in conformity with an act of Congress, entitled "an act to appropriate the proceeds of the sales of public lands and to grant pre-emption rights, approved 4th of September, 1841," has on this seventh day of January, (1846) located certain tracts of land situated and lying in township No. 11, of range No. thirteen east, designated as and being lots one and two, of section No. 3, containing three hundred and sixty-seven $\frac{35}{100}$ acres.

In faith whereof I have hereunto subscribed my name at the city of New Orleans, this seventeenth day of January, 1845.

(Signed) PETER LAIDLAW, *Register.*

[SEAL.] I certify the foregoing to be a true copy of the original on file in the State land office, La.; land office, December 1st 1847.

(Signed) ROBERT J. KER, *Register.*

Document No. 18.

Certificate of location of land by A. M. Foley, under warrant No. 46.
Filed 1st December, 1847.

Southeastern district of Louisiana, warrant No. 46.

I, Peter Laidlaw, register of the United States land office at New Orleans, do hereby certify, that Arthur M. Foley, of the parish of Assumption, in virtue of a warrant number forty-six, issued this seventeenth day of January, 1846, by the land office of the State of Louisiana, and in conformity with an act of Congress, entitled "an act seminary of learning in the State of Louisiana," approved has on this seventeenth day of January, 1846, located a certain tract of land, situated and lying in township No. eleven, of range No. thirteen east, designated as and being W. $\frac{1}{2}$ sec. 10 and N. W. $\frac{1}{4}$ section fifteen east, containing four hundred and eighty-four $\frac{74}{100}$ acres.

In faith whereof I have hereunto subscribed my name at the city of New Orleans, this seventeenth day of January, 1846.

(Signed) PETER LAIDLAW, *Register.*

LOUISIANA LAND OFFICE, *December 1st*, 1847.

I, R. J. Ker, register, do hereby certify the foregoing to be a true copy of the original, on file in this office.

(Signed) ROBERT J. KER, [SEAL.]
Register.

Document No. 19.

Caveat of S. T. Harrison to R. J. Ker, against issuing patents, etc. Filed 1st December, 1847.

NEW ORLEANS, 17*th February*, 1848.

ROBERT J. KER, esq., *register of land office.*

SIR: I understand that application may, and probably will, be made for the entry for a patent for the purchase of certain lands of which I am owner; I subjoin a list of these lands with a full description, and pray you to consider this as my caveat against any action whatever by you or any other person tending to affect my title to said lands, either by permitting entry thereof, or by issuing patents for any entries that may have already been made.

I am, respectfully, your obedient servant,
(Signed) SAM. T. HARRISON.

On the next page is a list of the lands referred to: E. ½ section 10, frac. sec. 3, and NW. ¼ sec. 15, T. 11 S., of range 13 E.

NW. ¼ sec. 11, and lots 3 and 4 of sec. 2, T. 11 S., of range 13, 320 acres.

W. ½ section 10, in section 10, T. 11, range 13 E.

I certify the foregoing to be a true copy of the original on file in this office.

[SEAL.] Louisiana land office, December 1st, 1847.
(Signed) ROBERT J. KER, *Register.*

Document No. 20.

Copy of Attorney General's opinion, filed 1st December, 1847.

ATTORNEY GENERAL'S OFFICE,
December 8th, 1845.

SIR: The mode of selling the public lands by the United States is thus laid down in the introduction to the land laws, page XI.

(For law quoted, sec. 3d, page)

When a citizen complies with these formalities he has purchased the land from the United States as vendors, and he holds the receipt for the price as evidence of his right to the land as vendee. The sale in my opinion cannot afterwards be cancelled except by the consent of both parties. It required two parties to make the contract of sale and purchase, and therefore requires two parties to rescind it. If the vendee

will not agree to the rescission, and the officers of the United States think the land illegally sold, they must have the sale cancelled by suit, not by their own act. The fact, therefore, that sales of land made by the officers of the United States are afterwards entered on the books of the land office as cancelled, does not, in my opinion, cancel the sales or authorize a subsequent sale. The vendee must first consent and receive back his money, or the sale must be annulled by the judgment of a court as illegally made.

These are the ordinary principles of justice and law, and I think the act of Congress, approved the 24th of August, 1842, fully sanctions their application to the case presented by your first question. The State cannot, therefore, select lands under the act of the 4th of September, 1841, the sales of which, by the United States, are merely cancelled by the land officers of the United States. It must appear that the vendee of the United States has consented to cancel the sale, or that it has been annulled by the judgment of a competent court.

But the same course of reasoning leads me to the conclusion that the bona fide purchaser of a float, who has made an entry under it, but whose entry has been cancelled; the holder of the float who made the entry which has been cancelled, by offering to locate a warrant from the State on the land, consents to annul the sale by the United States. The contract of sale is thus annulled by the consent of both parties in interest to it. The land becomes public land of the United States, claimed by no one, reserved from sale by no law, and therefore subject to entry and location under the authority of the State, by virtue of the 8th section of the act of the 4th of September, 1841, donating 500,000 acres of land to the State.

I think, therefore, that Mr. Lobdell is entitled to locate a warrant sold to him by the State, on the land on which he had previously located a float. The land officers of the Government have cancelled his location of the float. Mr. Lobdell, who made the location by offering to enter the land under the authority of the State, consents that his first location be cancelled. The land is therefore public land by the consent of all parties interested to the contrary, and subject to entry under the authority given the State to enter and locate 500,000 acres.

The act of 26th August, 1842, was passed to favor Mr. Lobdell if he had insisted on his entry under the float, but as he deems it more advantageous to abandon that entry, and the land officers of the United States had already cancelled it, the protection of the act is not needed, and it was by no means passed to injure those who had made entries by the mutual error of themselves and the officers of the Government.

I am, respectfully, your obedient servant,

(Signed) ISAAC T. PRESTON,
Attorney General.

ROBERT J. KER, ESQ.,
Register of the land office of the State of Louisiana.

"The application of a purchaser is first made to the register, who endorses a certificate on such application, which is taken by the purchaser to the receiver of public moneys, to whom he makes payment, and who issues duplicate receipts for the same, one of which is given to the purchaser as his evidence of right, until he receives a patent from the United States, at which time it is surrendered. The other receipt is handed to the register, who enters the sale in his books."

LOUISIANA LAND OFFICE, *December 1st*, 1847.

I do hereby certify, that the foregoing is a true copy of the original of record in this office.

(Signed) ROBERT J. KER, *Register*. [SEAL.]

Document No. 22.

Statement of facts in relation to entries of land by Foley and Landry. Filed 1st December, 1847.

Statement of facts relative to certain entries of lands in the State of Louisiana, made by A. M. Foley and Trasimond Landry, esqrs.

On the 22d of December, 1845, and 5th January, 1846, in the application book of the land office of the State of Louisiana, are to be found the following applications:

NEW ORLEANS, *22d December*, 1845.

I, A. M. Foley, of the parish of Ascension, do hereby apply to become purchaser of E. half section 10, for section 3, and NW. quarter section 15, township 11, south of range 13 east, being at the minimum price of $ per acre.

(Signed) J. LAIDLAW,
For Mr. FOLEY.

NEW ORLEANS, *5th January*, 1846.

I, Trasimond Landry, of the parish of Ascension, do hereby apply to become purchaser of NW. quarter section 11, and lots 3 and 4 of section 2, township 11 south, of range 13, being 320 acres, at the minimum price of $ per acre.

(Signed) J. LAIDLAW,
For T. LANDRY.

On the 5th of January, 1846, a warrant was issued in favor of Trasimond Landry to locate land according to act of Congress [of] 4th September, 1841, which warrant he presented at the land office of the southeastern district of Louisiana, and there made his location as per following certificate:

SOUTHEASTERN DISTRICT OF LOUISIANA.

Warrant No. 44.

I, Peter Laidlaw, register of the United States land office at New

Orleans, do hereby certify, that Trasimond Landry, of the parish of Ascension, in virtue of a warrant number forty-four, issued on this 5th day of January, 1846, by the land office of the State of Louisiana, and in conformity with an act of Congress entitled an act to appropriate the proceeds of the sale of public lands, and to grant pre emption rights, approved 4th September, 1841, has, on this fifth day of January, 1846, located certain tracts of land, situated and lying in township No. 11, of range No. 13 east, designated as and being NW. quarter section of No. 11, and lot 3, of section 2, containing two hundred and ninety-six $\frac{75}{100}$ acres, taken in lieu of three hundred and twenty acres.

In faith whereof I have subscribed my name, at the city of New Orleans, this fifth day of January, 1846.

(Signed) PETER LAIDLAW,
Register.

On the back of the certificate is an endorsement by J. Laidlaw: "I certify, that the within described lands were formerly located by Trasimond Landry with floats."

On return of above certificate to the register of the land office of the State of Louisiana, patents were issued in favor of Trasimond Landry.

SOUTHEASTERN DISTRICT OF LOUISIANA.

Warrant No. 45.

I, Peter Laidlaw, register of the United States land office at New Orleans, do hereby certify, that Arthur M. Foley, of the parish of Assumption, in virtue of a warrant, number forty-five, issued on this 7th day of January, 1846, by the land office of the State of Louisiana, and in conformity with the act of Congress entitled an act to appropriate the proceeds of the sale of public lands, and to grant pre-emption rights, approved 4th September, 1841, has, on this 7th day of January, 1846, located certain tracts of land, situated and lying in township No. 11, of range No. 13 east, designated as being lots one and two, of section No. 3, containing three hundred and sixty-seven $\frac{35}{100}$ acres.

In faith whereof I have subscribed my name, at the city of New Orleans, this 7th day of January, 1846.

(Signed) PETER LAIDLAW,
Register.

SOUTHEASTERN DISTRICT OF LOUISIANA.

Warrant No. 46.

I, Peter Laidlaw, register of the United States land office at New Orleans, do hereby certify, that Arthur M. Foley, of the parish of Assumption, in virtue of a warrant numbered forty-six, issued on this 7th day of January, 1846, by the land office of the State of Louisiana, and in conformity with an act of Congress entitled an act to appropriate

the proceeds of the sale of public lands, and to grant pre-emption rights, approved 4th September, 1841, has, on the 7th day of January, 1846, located certain tracts of land situated and lying in township No. 11, of range No. 13 east, designated as, and being west half of section 10, and northwest quarter of section 15 east, containing four hundred and eighty-four $\frac{74}{100}$ acres.

In faith whereof I have subscribed my name, at the city of New Orleans, this 7th day of January, 1846.

(Signed) PETER LAIDLAW,
Register.

Some time in January, 1846, Mr. Harrison entered a caveat in the office of the register of the land office of the State of Louisiana, protesting against the issuing of patents to A. M. Foley, those of Mr. Landry having already been issued.

On 19th March, Mr. John H. Ilsley addressed a letter to the register of the land office of the State of Louisiana requesting the patents to be issued to his client, Mr. A. M. Foley, according to the certificates issued from the land office for the "southeastern district of Louisiana;" this letter was transmitted to the attorney general of the State.

The mode of selling unlocated lands not selected immediately by the State, under the act of Congress [of] 1841, is to allow the parties wishing to buy to locate the particular land at the land office for the United States in Louisiana, and merely to sell warrants or floats, allowing them to locate; which warrants or floats are carried to any register of the land office of the United States, situated in the State of Louisiana; and upon the return of the register's certificate of location to the register of the land office of the State of Louisiana, a patent issues from the State.

The issuing of the patent is purely a State regulation, under the 7th section of act of March, 1844.

In the administration of the land office it has always been the course of the register, where he had the power of precluding it, to avoid allowing entries likely to be detrimental to the valid rights of third parties.

At the request of Mr. Michael Moore, acting in behalf of Mr. Samuel T. Harrison, by whom the foregoing "statement of fact relative to certain entries of land in the State of Louisiana, made by A. M. Foley and Trasimond Landry, esqrs., has been prepared.

I state that the facts therein set forth are true.

(Signed) ROBERT J. KER,
July 8th, 1847. *Register of the State land office.*

Order—continuance.

Filed 1st December, 1847.

A. M. FOLEY
vs.
S. T. HARRISON. } No. 425.

This cause came on this day for trial before the court; Bullard for

plaintiff, Benjamin & Micou for defendant; Ls. Janin for Citizens' Bank; when after hearing testimony the same is continued till to-morrow morning, at 10 o'clock, for want of time.

Letter of Surveyor.

Filed 16th December, 1847.

BATON ROUGE, LA., *December 13th*, 1847.

P. LE BLANC, esqre.,

Clerk, 5th district court, N. O.

SIR: Enclosed I forward to you duplicate copies of the return of survey, ordered by the 5th district court of New Orleans, in March last; also my bill of fees for making the same. Will you please acknowledge receipt by return mail, and oblige,

Your obedient servant,

(Signed) WILLIAM G. WALLER.

P. S. I forwarded the within return of survey to Mr. L. Janin in July last, he having sent me the order of survey, but he declined accepting them.

(Signed) W. G. W.

Bill of surveyor.

Filed 16th December, 1847.

ARTHUR M. FOLEY
vs. } No. 425.
S. T. HARRISON.

STATE OF LOUISIANA,
5th district court of New Orleans,

To WILLIAM G. WALLER, Dr.

To making survey by order of 5th district court, in the above entitled and numbered cause, viz:

To running lines and connexions 263 lineal arpens a 2 s.	$65 75
To taking measurements for 77 lineal arpens ditches a 2 s.	19 25
To 20 corner posts a 8 s.	20 00
To plat containing 5 tracts, represented at $5 each	25 00
To surveying and measuring 180 lineal arpens without the lines of tract in dispute, in order to ascertain and verify the lines and corners of the same, a 2 s.	45 00
To mileage from Baton Rouge and return, 86 miles, a 1 s.	10 75
To plat from surveyor general's office	3 62
To duplicate plat containing 5 tracts represented at $2 50 each	12 50
	$201 87

N. B. 70 arpens of line were re-run on account of the inaccuracy of some of the connexions given in the first notes obtained from surveror general's office, for which no charge is made.

(Signed) WILLIAM G. WALLER.

Order—(Defendant to furnish brief.)

16*th February*, 1848.

A. M. FOLEY. vs. S. T. HARRISON. } No. 425.

On motion of H. A. Bullard, esq're, of counsel for plaintiff, it is ordered, that the defendant do furnish by Monday next his brief to the court, otherwise the court will decide the cause.

Letter from Commissioner of General Land Office, to register at New Orleans.

Filed 25th February, 1848. Land office, southeastern district of Louisiana.

GENERAL LAND OFFICE,
September 18*th*, 1844.

SIR: Your letter of the 6th instant, with its enclosures in reference to entry No. 415 of your office, under the act of 19th June, 1834, has been received.

S. A. Gorham, it appears, has taken possession of lot 1, of sec 1, T. 8, R. 1 E. erected a dwelling house thereon, and made other improvements, and intending to claim the same under the act of 4th September, 1841; has enclosed certain affidavits tending to show that the persons who claimed and entered said tract, per certificate 415, before mentioned, never cultivated or had possession of the same.

An examination into the truth of these allegations is unnecessary, inasmuch as that tract is embraced in the Houmas claim, and the latter having been recently determined by the Secretary of the Treasury to be a valid private claim, all pre-emption entries founded upon settlements within its limits are necessarily void; and certificate 415 has been cancelled for that reason.

I take this occasion to advise you of the determination of the Houmas claim, in order not only that you may be enabled promptly to dispose of any claims which may hereafter be made for any of the land within its limits, but also that the parties who are interested in entries already made, may be advised by you that those entries have been cancelled, and that the purchase money will be refunded to them upon proper application.

Respectfully, your obedient servant,

(Signed) JNO. M. MOORE,

To register, New Orleans, La. *Acting comm'r.*

REGISTER'S OFFICE, *New Orleans.*

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify the foregoing letter to be a true copy of the original on file in my office.

In faith whereof I have hereunto subscribed my name, this 2d day of December, 1847.

[SEAL.] (Signed,) L. ST. MARTIN,
Register.

Letter from Com'r Gen. Land Office to the register and receiver at New Orleans, filed 25th February, 1848.

LAND OFFICE, *south eastern district, Louisiana.*

GENERAL LAND OFFICE, *March 9th*, 1846.

GENTLEMEN: As Congress has taken the subject of the floating pre-emption entries, arising from pre-emption settlements within the limits of the Humas private claims, into consideration, and is about to confirm them in the hands of bona fide assignees, I deem it proper, in order to prevent future inconvenience, to direct that all the land embraced by such entries, except as to those where the purchase money has been re-refunded and the claim abandoned, be hereby considered as reserved from disposition in any way, either by State selections or otherwise. The State selections already made will be suspended to await the action of Congress.

If the contemplated law confirms all entries made by bona fide assignees, it will in all probability defeat all locations made by State selections. In the mean time it is necessary that all appropriations of the land covered by such entries be suspended.

Respectfully, your obedient servant,

(Signed) JAMES SHIELDS,
Commissioner.

To register and receiver, New Orleans, Louisiana.

REGISTER'S OFFICE, *New Orleans.*

I, Louis St. Martin, register of the land office at New Orleans, do hereby certify the foregoing letter to be a true copy of the original on file in my office.

In faith whereof I hereunto subscribe my name, this 2d day of December, 1847.

[SEAL.] (Signed) L. ST. MARTIN,
Register.

Order.

Cause submitted, May 27th, 1848.

A. M. FOLEY
vs.
S. T. HARRISON. } No. 425.

On motion of H. A. Bullard, esq., of counsel for plaintiff, and on

suggesting that the delay for submittting the brief on the part of the defendant has long since expired, the court took the cause under consideration.

Reasons for judgment, filed 31st May, 1848.

Reasons for judgment.

A. M. Foley
vs.
S. T. Harrison.

This is a petitory action. The plaintiff claims several tracts of land (in the possession of the defendant) by virtue of title derived from the United States, and from the State of Louisiana.

Plaintiff's title consists of two certificates of entry, and location of the lands in question, as public lands, by the register of the land office of the United States in this city, dated the 17th January, 1846; also of two patents from the land office of the State of Louisiana, issued upon the said locations, and signed by the Governor of Louisiana on the 20th April, 1846.

Defendant exhibits a double title: 1st, five patents issued from the General Land Office of the United States, and signed by the President of the United States on the 1st September, 1847; 2d, a sale by Thos. Barrett to Robert Bell, by authentic act before Cenas, notary, on the 17th May, 1836, and a series of mesne conveyances, terminating in a sale by the Widow R. Bell to the defendant on the 9th May, 1844.

The patents issued from the General Land Office on the 1st September, 1847, cannot be allowed to invalidate the entry of the lands by the plaintiff, for the account of the State of Louisiana, on the 17th January, 1846, and the conveyance of the rights of the State of Louisiana under that entry and location, on the 20th of April, 1846. An entry of public lands under the acts of Congress is a contract between the Government and the purchaser, which cannot be legally or constitutionally avoided, except by the consent of both the contracting parties, or a decree of a competent court. The signature of the President of the United States to a patent cannot, in my opinion, avoid a pre-existing contract of this kind. It must be further observed, that the patents held by defendant are dated more than six months after the institution of this suit.

As to the second title exhibited by defendant, and the only one pleaded by him in his answer, it is traced back by the evidence, as already observed, to a sale by Thomas Barrett to Robert Bell, of the undivided half of all the tracts of land mentioned in the petition, with the exception of lot No. 1, of section No. 3, in township 11, range 13 east. This sale acknowledges the vendee to have been, at the time, proprietor of the other undivided half of the land, and contains an enunciation of the origin of the title, as being entries by actual settlers at the United States

land office, in this city, on the 28th May, 1835, and assignment of those entries by said settlers to Barrett and Bell jointly. But those entries and assignments are not in evidence, and I cannot receive the enunciation aforesaid, as proof of their existence against third persons. If, indeed, they were in evidence, I would feel myself bound to apply the same rule to them as I have above applied to the entries made by plaintiff in 1846; and in that case the entries of defendant's author, being prior in date, would prime those of plaintiff, unless annulled and avoided in a legal and constitutional manner.

But as the proof stands, the title to Bell, of the 17th May, 1836, (more than ten years previous to the institution of the present suit,) followed as it has been by actual and uninterrupted possession, in Bell and his assigns, constitutes a sufficient foundation for the prescription of ten years, pleaded by defendant in bar of this action.

So far as concerns all the tracts of land comprised in that sale of the 17th May, 1836, the lot No. 1, of section 3, of township 11, range 13 east, is not mentioned in the said act of sale. The first conveyance (act translative of property, C. C., art. —) in which that tract makes its appearance in the evidence, is a sheriff's sale, under executory process, in the case of the Citizens' Bank vs. Robert Bell et al.; which sheriff's deed is dated the 19th September, 1839. This date is less than ten years prior to the institution of this suit, and consequently cannot support the plea of prescription.

The sheriff's deed and the subsequent conveyances describe the lot No. 1, of section No 3, as containing 157 acres. But the actual survey, made by two surveyors under an order of this court, shows its true measurement to be $211\frac{90}{100}$ acres.

It is therefore adjudged and decreed, &c.

Judgment.

Rendered 31st May, 1848.

ARTHUR M. FOLEY
vs.
SAMUEL T. HARRISON. } No. 425.

The court having taken this case under consideration, do, for the reasons this day filed, adjudge, and decree that the plaintiff recover of defendant the lot No. 1, of section 3, of township 11, range 13 east, containing $211\frac{90}{100}$ acres of land, according to the duplicate plats of survey filed in this suit, and costs of suit. It is further decreed that the plea of prescription pleaded by defendant be sustained as to lot No. 2, of section 3, township 11, range 13 east, and the west half of section 10, of the same township and range. It is lastly decreed that the demands in warranty and intervention, set up in this suit between the defendant and others, be reinstated on the issue docket, in order that it may be ascertained by proof what proportion the land from which

the defendant is evicted by this judgment, bears to the whole price of the sale from Mrs. Bell to defendant.

Judgment signed 5th June, 1848.

(Signed) A. M. BUCHANAN, *Judge*.

Order.

Allowing appeal to defendant and intervenor, 10th June, 1848.

A. M. FOLEY vs. S. T. HARRISON. } No. 425.

On motion of W. C. Micou, esq., of counsel for defendant, and of L. Janin, esq., of counsel for intervenor, it is ordered, that an appeal be allowed them to the Supreme Court from the judgment herein rendered, returnable on the first Monday in November next, on their giving bond, with good and sufficient security, in the sum of two hundred dollars, conditioned as the law directs.

Order.

Allowing an appeal to plaintiff, 12th June, 1848.

A. M. FOLEY vs. S. T. HARRISON. } No. 425.

On motion of plaintiff's counsel, it is ordered that an appeal be allowed in this case, returnable in the Supreme Court on the first Monday in November next, on his executing bond, with good and sufficient security, in the sum of two hundred dollars, conditioned as the law directs.

Appeal bond of intervenor.

Filed 16th June, 1848.

Know all men by these presents, that we, Louis Lesassier and Samuel T. Harrison and S. L. Johnson, are held and firmly bound unto A. M. Foley, his executors, administrators, and assigns, in the sum of two hundred dollars; for the payment whereof we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated in the city of New Orleans on this sixteenth day of June, in the year of our Lord one thousand eight hundred and forty-eight.

Whereas the above bounden Louis Lesassier and Samuel T. Harrison this day filed a petition of appeal from a final judgment rendered against them in the suit of A. M. Foley vs. S. T. Harrison, in the fifth district court of New Orleans, on the thirty-first day of May, 1848:

Now, the condition of the above obligation is such, that [if] the above Louis Lesassier and Samuel T. Harrison shall prosecute their appeal, and shall satisfy whatever judgment may be rendered against them, or that the same shall be satisfied by the proceeds of the sale of their estate, real or personal, if they be cast in their appeal; otherwise, that the said S. L. Johnson, as surety, shall be liable in their place.

(Signed) LS. LESASSIER. [SEAL.]
By LS. JANIN, *of counsel.*
(Signed) S. T. HARRISON. [SEAL.]
By MICOU, *Attorney.*
(Signed) S. L. JOHNSON.

Signed, sealed, and delivered in the presence of—

Appeal bond of defendant.

Filed 16th June, 1848.

Know all men by these presents, that we, Samuel T. Harrison and S. L. Johnson, are held and firmly bound unto A. M. Foley, his executors, administrators, and assigns, in the sum of two hundred dollars; for the payment whereof we bind ourselves, our heirs, executors, and administrators, firmly by these presents.

Sealed with our seals, and dated in the city of New Orleans on this sixteenth day of June, in the year of our Lord one thousand eight hundred and forty-eight.

Whereas the above bounden Samuel T. Harrison this day filed a petition of appeal from a final judgment rendered against him in the suit of A. M. Foley vs. S. T. Harrison, in the fifth district court of New Orleans, on the thirty-first day of May, 1848:

Now, the condition of the above obligation is such, that the above bound Samuel T. Harrison shall prosecute his appeal, and shall satisfy whatever judgment may be rendered against him, or that the same shall be satisfied by the proceeds of the sale of his estate, real or personal, if he be cast in the appeal; otherwise, that the said S. L. Johnson, as surety, shall be liable in his place.

(Signed) S. T. HARRISON, [SEAL.]
Per MICOU, *Att'y.*
(Signed) S. L. JOHNSON. [SEAL.]

Signed, sealed, and delivered in the presence of—

Order.

Taxing Waller, surveyor's fee, 29th June, 1848.

A. M. FOLEY
vs.
S. T. HARRISON. } No. 425.

On motion of W. G. Waller, appointed surveyor in this case, and the court considering the 5th section of the act of 18th March, 1818,

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relative to surveyors, it is ordered, that the bill of said Waller, for his services herein rendered, amounting to two hundred and one dollars and eighty-seven cents, be taxed among the costs of this suit.

Fi. fa. (*for surveyor's fee.*)

STATE OF LOUISIANA,
Fifth district court of New Orleans.

The State of Louisiana, to the sheriff of the parish of Orleans, greeting:

We command you, in the name of the State of Louisiana and of the fifth district court of New Orleans, that you demand from A. M. Foley the sum of two hundred and one dollars and eighty-seven cents, the amount of the surveyor's bill filed in this suit, and also the sum of one dollar and ten cents costs; and if he shall not pay the same, after legal demand, that then you cause the same to be made out of the personal estate of said A. M. Foley, except slaves in your district, if sufficient personal estate, exclusive of slaves, can be found therein; but if sufficient personal estate of said A. M. Foley, exclusive of slaves, cannot be found in your district, that then you cause the said sum to be made of the real estate and slaves of said A. M. Foley in your district, whereof he is or was owner, in whose hands soever the same may have come; and that you have those moneys before our said court, to render to the said Wm. G. Waller, surveyor, for the services aforesaid, on or before the second Monday of August next, together with this writ.

Witness the honorable A. M. Buchanan, judge of the said court, the twenty-ninth day of June, in the year of our Lord one thou-
[SEAL.] sand eight hundred and forty-eight, and in the seventy-second year of the independence of the United States.

(Signed) JOHN S. BARON,
Deputy clerk.

Sheriff's return.

Received 29th June, 1848. A. M. Foley not being found, no demand could be made of him.
Returned 14th August, 1848.

(Signed) A. TREPAGNIER,
Deputy sheriff.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

I hereby certify, that the above and foregoing one hundred and one pages do contain (with the following exceptions: 1st, the citation and return issued with copy of the original petition, which has been mislaid; 2d, two reports of surveyor and plans, filed 23d November, 1847, and two

duplicate returns of survey and plans, filed on the 16th December, 1847, which will be taken up in original to the Supreme Court; and, 3d, a statement of the evidence of the defendant, marked E, and filed 1st December, 1847, which was taken by the intervenor's attorney, and not returned) a full transcript of all the proceedings, as well as of all the documents filed, and all the testimony adduced on the trial of the cause wherein Arthur M. Foley is plaintiff, and Samuel T. Harrison is defendant, instituted in this court, and now on the record thereof under the number 425.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at the city of New Orleans, this sixth day of November, in the year of our Lord one thousand eight hundred and forty-eight, and in the seventy-third year of the independence of the United States of America.

[SEAL.]

The word "intervenor's" interlined in this certificate approved, and one word erased null before signing.

(Signed) P. LE BLANC, *Clerk.*

(Record endorsed:) 1073, Supreme court. Filed November 14th, 1848. F. McCULLOCH, *Deputy clerk.*

Statement of evidence E.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

A. M. FOLEY
vs. } No. 425.
S. T. HARRISON.

Copy of statement of defendant's evidence, marked E, filed 1st December, 1847.

A. M. FOLEY
vs.
S. T. HARRISON.

The defendant introduces in evidence five patents, No. 106½, 107½, 109½, 111½, and 113½, and marked 1, 2, 3, 4, and 5.

Transfer and assignment of Thomas Barrett to Robert Bell, of May 17th, 1836, marked 6.

Mortgage by Robert Bell and wife to the Citizens' Bank of Louisiana, dated 31st August, 1837, marked 7.

Sheriff's sale in the case of the Citizens' Bank and Bell and Barrett, 19th September, 1839, marked No. 8.

Sale by Citizens' Bank to Botts and Robinson, 21st January, 1840, marked 9.

Sale by Abner Robinson to G. A. Botts, 18th September, 1840, marked 10.

Sale by F. B. Conrad, assignee of G. A. Botts, to Lewis Lesassier, February 1, 1844, marked 11.

Sale by Lewis Lesassier to Mrs. Caroline Bell, 29th February, 1844, marked 12.

Agreement between Mrs. Bell and the Citizens' Bank, 29th February, 1844, marked 13.

Sale by Mrs. Bell to S. T. Harrison, 9th May, 1844, marked 14.

Decision of the board constituted under the act of August 6th, 1846, on suspended pre-emption claim, and documents relating thereto, marked 15.

Application of A M. Foley, marked 16.

Warrant number 45, marked 17.

Warrant number 46, marked 18.

Letter of S. T. Harrison to the register of the State land office, 17th February, 1846, marked 19.

Letter of the attorney general of the State of Louisiana to the register of the State land office, dated December 8, 1845, marked 20.

Letter of the Commissioner of the General Land Office to register and receiver at New Orleans, dated 9th March, 1846, marked 21.

It is agreed that the printed report of the Secretary of the Treasury to the Senate, of January 13, 1845, relating to the Houma claim, be annexed as in evidence, and shall be taken up to the Supreme Court.

Statement of R. J. Ker, dated July 8, 1847, marked 22.

Agreement.

A. M. FOLEY
vs.
S. T. HARRISON.

It is hereby agreed that the question of titles shall alone be tried at the present time, and that all questions of improvements, rents, profits, and warranty shall be postponed until a decision has been made of the title.

St. James, Nov. 10th, 1847.

(Signed) For C. S. BELL, *by her attorney*,
ROBERT CARTER NICHOLAS,

(Signed) H. A. BULLARD, *for Foley.*

(Signed) LS. JANIN, *attorney for intervenor, and for the Citizens' Bank.*

Agreement.

Fifth district court of New Orleans.

A. M. FOLEY
vs.
S. T. HARRISON.

It is agreed by the undersigned counsel that the exception filed by the Citizens' Bank in the above case, on the 22d October, 1847, de-

nying the right of defendants to call said bank in warranty; and also denying that the Widow Bell also sold to defendants, had or could transfer the right of calling said bank in warranty, be suspended in order that the case may, as far as possible, be tried on its merits.

(Signed) H. A. BULLARD,
For plaintiff.

(Signed) L.S. JANIN,
Attorney for intervenor and for the Citizens' Bank.

A true copy, clerk's office, New Orleans, April 16th, 1849.

(Signed) JNO. S. BARON, [SEAL.]
Deputy clerk.

(Endorsed:) 1073, S. C.; filed Nov. 14th, 1849. Eugene Lasere, clerk. (No. 3.)

Opinion and decree of supreme court.

Supreme court of the State of Louisiana.

The court met Tuesday, January 15th, 1850.

Present, their honors, George Eustis, chief justice; P. A. Rost, George R. King, and Thomas Slidell, associate justices.

Appeal from the fifth district court of New Orleans.

A. M. FOLEY, appellee,
vs.
S. T. HARRISON, app't.
L. LESASSIER, int'or and app't. } 1073.

In this cause the court this day delivered their opinion in writing in the words and figures following:

This is a petitory action, in which the plaintiff claims several tracts of land forming part of a plantation in the actual possession of the defendant.

There was judgment in favor of the plaintiff for a portion of the land, and the defendant appealed.

The plaintiff has asked that the judgment be amended and rendered in his favor agreeably to the prayer of his petition.

The plaintiff purchased from the State several blank warrants, under the 7th section of the act of the legislature, approved on the 25th of March, 1844, which authorizes the State register to issue warrants for lands to be granted to the State of Louisiana, under the 8th section of the act of Congress of the 4th September, 1841. These blank warrants were afterwards located by the plaintiff on the lands claimed, in the United States Land Office, from which he obtained two certificates of location. Patents were subsequently issued for those lands by the State, under the section of the act of 1844 already referred to. This action is brought on these patents.

The defendant's title must now be considered. By the 2d section of the act approved the 29th March, 1830, when two persons had settled upon the same quarter section of public land, they were each entitled to one divided half of this section, and to a pre-emption of eighty acres elsewhere, in the same land district. The settlers generally retained the land which they occupied, and sold the unlocated portion of their pre-emption right, popularly named "a float," to speculators, who selected the land and located the floats on it.

In 1844 this act was revived, to continue in force two years, in favor of persons who were settled on the public lands during the year 1833. Under this act Thomas Barrett and Robert Bell purchased a number of floats and located them on the land in dispute, and on adjoining tracts. Those locations were approved by the land office at the time they were made; and since the institution of this suit patents have issued upon them. In 1836, Barrett sold his undivided half of the land to Bell, who established a sugar plantation upon it. The defendant holds under Bell, by a regular chain of conveyances.

The nature and extent of the powers of Congress, over land titles emanating from the United States, are too well settled to be considered open questions. They are stated as follows, by the Supreme Court of the United States:

"Congress has the full power to declare the dignity and effect of titles emanating from the United States, and the whole legislation of the Government, in reference to the public lands, declares the patent to be the superior and conclusive evidence of legal title. Until it issues, the fee is in the Government, which, by the patent, passes to the grantee. Where a patent has not been issued for a part of the public lands, or [a] State has no power to declare any title less than a patent valid against a claim of the United States, or against a title held under a patent granted by the United States." Wilcox vs. Jackson, 13 Peters, 498. Bagnell vs. Broderick, 13 Peters, 436.

To avoid the effect of these decisions, the plaintiff must establish affirmatively, that under the act of 1841 the United States were divested of their title by the State location in the land office at New Orleans, without the necessity of a patent, or of any other formality; and failing in this, he must show that the location amounted to an equitable title, and that the patents of the defendant were issued in violation of law. The section of the act of 1841, on which he relies, is in these words: "There shall be granted (to each State specified, Louisiana being one of them) five hundred thousand acres of land, for the purposes of internal improvement. The selection in all the said States to be made within their limits respectively, in such manner as the legislature shall direct, and located in parcels conformably to sectional divisions and subdivisions of not less than 320 acres, in any one location, on any public land, except such as is or may be reserved from sale by any law of Congress, or proclamation of the President of the United States, which said locations may be made at any time after the lands of the United States in said States shall have been surveyed according to existing laws."

There is nothing in it which can at all be construed into a surrender of the power of the United States to see that the locations were properly made; whether the lands selected had previously been surveyed; whether they were reserved from sale or subject to other claims; and whether the selections were made in parcels conformably to the sectional divisions and subdivisions, and of not less than 320 acres in any one location, were questions not submitted to the arbitration of the State, and therefore reserved to the Secretary of the Treasury.

We have been referred in argument by the defendant's counsel to the letters of acting Commissioner Piper, found in the record. He states the practice of the land department, under the act of 1841, to be as follows:

"The State is authorized under the law to make certain locations, and it is with the State authority, and not with the purchaser, that this office has to treat.

"If the State selects a tract of land and it is rejected, the cause of its rejection is communicated, and the State has no further control over it. If it be approved, the approval is communicated, and the State can dispose of it in such manner as it may think best. But if the State disposes of a tract of land before its approval, and the selection is rejected, the purchaser has to look to the State for redress, and not to the General Government." We believe those regulations to be in accordance with the act of Congress.

It is not necessary to determine in this case the force and effect of the State patents; but it is obvious, that they should not have issued before the location was approved by the Secretary of the Treasury. Those patents bear date the 20th April, 1846. On the 9th of March preceding, the Commissioner of the General Land Office had written to the register and receiver at New Orleans as follows:

"As Congress has taken the subject of the floating pre-emption entries arising from pre-emption settlements within the limits of the Houmas private claim into consideration, and is about to confirm them in the hands of bona fide assignees, I deem it proper in order to prevent future inconvenience to direct that all the land embraced by such entries except as to those where the purchase money has been refunded and the claim abandoned, be hereby considered as excused from disposition in any way, either by State selection or otherwise. The State selections already made will be suspended to await the action of Congress."

"If the contemplated law confirms all entries in the hands of bona fide assignees, it will in all probability defeat all locations made by State selections. In the mean time, it is necessary that all appropriations of the land covered by such entries be suspended."

The selections made in behalf of the State, so far from having been approved, were suspended at the time the State patents issued. The Governor was not apprized of the suspension when he signed them, and it is shown that he did so, not because he was convinced of their validity, but in order that the question might be judicially determined.

The acting commissioner of the land office, Mr. Piper, paying no regard to the State patents, laid the selections made by the plaintiff, before Mr. Secretary Walker for his approval, on the 28th of January, 1847; Mr. Walker took the matter under advisement. On the 24th February following, at the request of Mr. Johnson, a Senator from Louisiana, the Commissioner referred to his decision, the conflicting claims of the pre-emption entries, and of the State locations which form the subject of this controversy. The decision of the Secretary of the Treasury is contained in the following letter to the Commissioner, bearing date the 28th of June, 1847:

"SIR: In reply to your communication of the 24th of February last, with respect to conflicting claims to land under floats in Louisiana, and selections made by that State, I would state that I propose to approve the locations made under the floating claims held by the actual settlers, and improved by them, in preference to the State locations made subsequently and covering those improvements."

It appears, then, that the State locations have been disallowed by the proper authority, and that the floating claims on which the patents of the defendant rest, have been preferred to them.

We have been referred in the brief to the cases of Brown's lessee vs. Clements, 3d Howard, 575, and Levy vs. Thompson, 4th Howard, 19. In those cases Congress had sold the land, and the purchasers had complied with all the formalities required, and obtained patent certificates. The Supreme Court of the United States held, that if there was no error or fraud in the issuing of the certificates, they formed a valid title and Congress had no right to refuse patents. But in this case the United States have not sold the land; they have merely agreed to give it to the State, when the location of it is finally approved by the land department; and until that approval is had, they have nothing to do with the contracts which the State has entered into with individuals in relation to it.

We are of opinion that the State location and the warrants issued upon it by the land office at New Orleans, did not divest the United States of their title.

The only question remaining is, whether the patents of the defendant issued contrary to law. For if they did not, under the decisions in 13 Peters referred to, the plaintiff has not such an equitable title as will support a petitory action. It is doubtful whether he would have such a title under any circumstances. It is necessary to a proper understanding of this part of the case that we should advert to the facts upon which it rests.

The mother claims, from which the floats of Bell and Barrett were derived, are within the boundaries of the Houmas claim. This claim as originally filed for confirmation with the board of commissioners is represented as extending from the Mississippi river to the Amité, between widely diverging side lines. It was confirmed by the board, and also by an act of Congress passed in 1814. But in 1829, Mr. Graham, then Commissoner of the General Land Office, construed the confirma-

tion as recognising simply the validity of the grant, and leaving Congress to determine the extent confirmed, he ordered the claim to be surveyed with a depth of 1½ league, and instructed the register and receiver at New Orleans to treat all beyond that depth as public land, subject to settlement and entry. In consequence of this decision, which remained undisturbed until 1836, a great many settlements were made in the rear of the survey, and amongst others those in which the defendant's title originated.

In 1836, a subsequent Commissioner of the General Land Office directed the register and receiver at New Orleans to withhold from sale all the lands within the claimed limits of the Houmas grant. In 1840 Mr. Woodbury, then Secretary of the Treasury, directed the land office to take no further step in relation to the Houmas claim itself, until Congress should have further opportunity for legislative action; and in 1841 the register at New Orleans was directed not to issue a patent certificate upon it. That certificate was issued by his successor, notwithstanding the prohibition. Mr. Spencer, the next Secretary of the Treasury, states officially that the patent certificate had been issued, not only without authority, but against the express instructions of the Commissioner of the General Land Office, and that a knowledge of the erroneous and unauthorized issues is believed to have been brought home to the holders.

When Mr. Spencer was superseded by Mr. Bibb in the Department of the Treasury, a radical change took place in the policy of the Department. The new Secretary wrote out an elaborate decision in favor of the Houmas claim, approved the issuing the patent certificates, and directed the patents to be issued, which was accordingly done.

In 1844, the acting Commissioner wrote to the register at New Orleans, that in consequence of this decision another private claim included within the limits of the Houmas grant had been cancelled, and stated that all such entries were necessarily void. The letter goes on to say: "I take this occasion to advise you of the determination of the Houmas claim, in order not only that you may be enabled promptly to dispose of any claims which may hereafter be made for any of the land within its limits, but also that the parties who are interested in entries already made may be advised by you that those entries have been cancelled, and that the purchase money will be refunded to them upon proper application."

No notice was given to the defendant, and he remained in possession of the land.

In 1845 the register at New Orleans wrote to the Commissioner that an inquiry had been made, by the locating agents of the State, whether the land in controversy could be taken up under the act of 1841, or whether the State was excluded, as well as pre-emptors, from acquiring a title to these lands by the act of Congress of the 26th August, 1842. The reply was, that the cancelled entries were public lands, and could, as such, be entered by the State. The location was accordingly made.

As soon as the defendant was apprized of these proceedings, he filed a caveat in the State land office. Soon after the Commissioner of the General Land Office wrote to the chairman of the Committee on Private Land Claims in the House of Representatives, on the subject of the floats arising from the claims within the Houmas grant, viewing them as not cancelled, and recommending that they should be confirmed in the hands of bona fide holders; he also addressed to the register and receiver at New Orleans the letter already mentioned, directing those officers to suspend all appropriations of the land covered by those claims.

On the 3d of August, 1846, and in the session of Congress pending which the floats on the Houmas claim had been recommended for confirmation, an act was passed entitled an act providing for the adjustment of all the suspended pre-emption land claims in the several States and Territories.

It is under that act that the patents of the defendant were issued.

The plaintiff now contends, that the entries under which the defendant claims were not suspended entries within the meaning of that act; that they were made, in violation of law, upon lands not subject to entry, and therefore absolutely void from the beginning; that the entries being void, the floating claims, of which they were the basis, fell with them; and that the patents of the defendant were isssued in violation of the proviso found in the act of Congress of the 3d March, 1811; that the department, whose special duty it was to pass upon the entries, had officially declared them to be void; and that the special tribunal, created by the act of 1846, was without jurisdiction to recognise their validity.

We are not prepared to concede that the entries were originally made in violation of law. The proviso in the act of 1811 is, that until the final decision of Congress thereon, no tract of land shall be offered for sale, the claim to which has been in due time, and according to law, presented to the recorder of land titles in the district of Louisiana, &c., &c. It is true that the Houmas claim had been thus presented. But the plaintiff admits that it was acted upon and confirmed by the act of the 18th of March, 1814. This confirmation satisfied the proviso of the act of 1811.

Congress, by the act of 1814, limited the grant to the number of acres contained in one league square; and, as no further claim appears to have been made by the grantees during the twenty-two years which followed its passage, Mr. Commissioner Graham was justified in considering the decision of Congress as final upon the whole claim, and the lands not confirmed as public lands.

It is not pretended that the mother claims out of which those of the defendant arose were included within the extent confirmed. We are therefore of opinion that they were not originally illegal.

We cannot view the letter of the Commissioner informing the register and receiver at New Orleans, in 1844, that the entries made on the Houmas grant were cancelled, and his opinion that the land was sub-

ject to entry by the State, in the light of a judgment binding upon any body. He had no authority to make such decrees. In the alienation of the public domain, where there are no conflicting claims to be determined, the officers of the land office exercise a portion of the administrative power of Government; their decision against a claim is nothing more than a refusal to recognise it, and does not prevent the claimant from renewing it at any subsequent time. The defendant never was notified, as directed by the letter of the Commissioner, but remained in possession, and continued to urge his claim till he succeeded in having it recognised. Notwithstanding the decision of the Commissioner in this case, it is clear that his successor, Judge Shields, considered the claim as still in existence in 1846, when he directed the State entries adverse to it to be suspended.

Mr. Secretary Walker also viewed it as an existing and suspended claim, when he proposed to approve it in preference to the State locations.

From the evidence in the record, the inference is irresistible that the act of 1846 was passed to meet this very class of cases, and there is nothing in the wording of it which limits the general import of the preamble.

The first section provides that the Commissioner of the General Land Office be, and he is hereby, authorized and empowered to determine, upon principles of equity and justice, and in accordance with general equitable rules and regulations, to be settled by the Secretary of the Treasury, the Attorney General, and Commissioner, conjointly, consistently with such principles, all cases of suspended entries now existing in said land office, and to adjudge in what cases patents shall issue on the same. That section contains the following proviso: "Provided, however, that such adjudications shall be made within two years from the passage of this act, and be first approved by the Secretary of the Treasury and the Attorney General, and shall only operate to divest the United States of the title to the land embraced by such entries, without prejudice to the rights of conflicting claimants."

The patents of the defendant have issued in strict conformity with the requirements of this section, and we are of opinion that he has the better title.

We have been induced to spend an unusual length of time in the investigation of this case, on account of the earnestness with which the claim of the plaintiff has been pressed upon us. We believe the decision to be correct; but, supposing the case to be doubtful, and nothing more can be pretended, the doubt must inure to the benefit of the defendant.

It is therefore ordered, adjudged, and decreed, that the judgment of the court below be reversed, and that there be judgment in favor of the defendant for the land in controversy, with costs in both courts.

Petition for writ of error.

To the honorable George Eustis, chief justice and presiding judge of the supreme court of the State of Louisiana, the petition of Arthur M. Foley, who resides in the parish of Assumption, respectfully shows:

That in the suit of petitioner against Samuel T. Harrison, in which Louis Lesassier was intervenor, which was decided, in last resort, by your honorable court against petitioner, on the 15th January, 1850, your petitioner set up title to certain lands under patent issued by the State of Louisiana, which lands had been located by the State of Louisiana, under and by virtue of an act of Congress, approved the 4th of September, 1841.

That the defendant set up title to the same lands by purchase from the United States under other acts of Congress, the construction of the act of Congress under which petitioner claimed said land, and of other acts of Congress under which petitioner contended for the nullity of the entries made by the defendant's vendors was drawn in question, and the decision was against the title set up by the petitioner under said statutes; that therefore a proper case is presented for a writ of error to the Supreme Court of the United States, under the 25th section of the Judiciary act of September 24th, 1789.

Wherefore, petitioner prays that a writ of error be granted in the premises, returnable in said Supreme Court at its next term, on your petitioner giving bond in such sum as shall be fixed by your honor, and otherwise complying with the law.

(Signed) JOHN H. ILSLEY & S. L. JOHNSON,
Attorneys for petitioner.
By SIDNEY L. JOHNSON.

Supreme court of the State of Louisiana, E. D.

A true copy from the original filed in my office.
Clerk's office, New Orleans, August 28th, 1852.
(Signed) EUGENE LASERE, *Clerk.*

Order.

Let a writ of error be allowed according to law, the petitioner to give bond and security in the sum of two hundred dollars.
New Orleans, August 28th, 1852.
(Signed) P. A. ROST, *Senior*
Associate justice of the supreme court of Louisiana, the chief justice being absent.

Endorsed.

Supreme court, No. 1072, filed August 28th, 1852, Arthur M. Foley, appellee, vs. Samuel H. Harrison, appellant; Louis Lesassier intervenor.

Bond.

Know all men by these presents, that we, Arthur Morgan Foley, as principal, and H. E. Lawrence, as surety, are held and firmly bound unto Samuel T. Harrison and Louis Lesassier, in the full sum of five hundred dollars, to be paid to the said Samuel T. Harrison and Louis Lesassier, their certain attorneys, executors, administrators, or assigns; to which payment, well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents.

Sealed with our seals, and dated this twenty-eighth day of August, in the year of our Lord one thousand eight hundred and fifty-two.

Whereas lately, in the supreme court of the State of Louisiana, in a suit depending in said supreme court, wherein the said Arthur Morgan Foley was plaintiff, and Samuel T. Harris was defendant, and Louis Lesassier was intervenor, judgment was rendered against the said Arthur M. Foley, plaintiff, and the said Arthur M. Foley having obtained a writ of error, and filed a copy thereof in the clerk's office of the said supreme court, to reverse the judgment in the aforesaid suit, and a citation directed to the said Samuel T. Harrison and Louis Lesassier, citing and admonishing them to be and appear at a Supreme Court of the United States, to be holden at Washington, on the first Monday of December next.

Now the condition of the above obligation is such, that if the said Arthur Morgan Foley shall prosecute said writ to effect, and answer all damages and costs, if he fail to make his plea good, then the above obligation to be void, else to remain in full force and virtue.

(Signed) A. M. FOLEY.
(Signed) H. E. LAWRENCE.

Sealed and delivered, in the presence of—
(Signed) JOHN ILSLEY.

Approved by me, associate justice of the supreme court of the State of Louisiana.

New Orleans, August 28th, 1852.
(Signed) P. A. ROST.

Endorsed.

Supreme court of the State of Louisiana, No. 1073, A. M. Foley vs. Samuel T. Harrison, Lewis Lesassier, intervenor. Bond for writ of error, filed August 28th, 1852. EUGENE LASERE, *Clerk.*

Writ of error.

UNITED STATES OF AMERICA, *ss.*

The President of the United States, to the honorable the judges of the supreme court of the State of Louisiana, greeting:

Because, in the record and proceedings, as also in the rendition of the judgment of a plea which is in the said supreme court, before you,

2264.

or some of you, between Arthur Morgan Foley, plaintiff, and Samuel T. Harrison, defendant, and Lewis Lesassier, intervenor, a manifest error hath happened, to the great damage of the said Arthur Morgan Foley, as by his complaint appears.

We being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid in this behalf, do command you, if judgment be therein given, that then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the Supreme Court of the United States, together with this writ, so that you have the same at Washington, on the first Monday of December next, in the said Supreme Court to be then and there held; that the record and proceedings aforesaid being inspected, the said Supreme Court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of the said Supreme Court of the United States, this twenty-eighth day of August, in the year of our Lord one thousand eight hundred fifty-two.

(Signed) EUGENE LASERE,
Clerk of the Supreme Court for the State of Louisiana.

Copy of the writ of error lodged in the clerk's office of the supreme court of the State of Louisiana, in pursuance of the statute in such cases made and provided, this 28th day of August, 1852.

(Signed) JOHN H. ILSLEY,
S. L. JOHNSON,
Attorneys of plaintiff in error.
By S. L. JOHNSON.

A true copy from the original filed in my office.

Supreme Court. Clerk's office, New Orleans, August 28th, 1852.
EUGENE LASERE, *Clerk.*

Filed August 28th, 1852.
EUGENE LASERE, *Clerk.*

Citation in error.

The United States of America, to Samuel T. Harrison, who resides in the parish of Iberville, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington, on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Louisiana, in a suit wherein Arthur Morgan Foley is plaintiff, and Samuel T. Harrison is defendant, and Lewis Lesassier, intervenor; and wherein Arthur Morgan Foley is plaintiff in error, and you are defendant in in error; to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned,

should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this 28th day of August, in the year of our Lord one thousand eight hundred and fifty-two.

P. A. ROST,
Senior associate justice of the supreme court of Louisiana, the chief justice being absent.

Marshal's return.

Received on the 18th day of October, 1852, and served, on the 21st of same month and year, a certified copy of citation in error on Samuel T. Harrison, by leaving the same at his domicil in the parish of Iberville, in the hands of A. G. Gilbert, a free white person over the age of fourteen years, and known and living in the house of said Harrison, he being absent from his residence at the time.

HENRY SULLIVAN, *Deputy sheriff.*

Supreme Court.
Filed October 27th, 1852.

EUGENE LASERE, *Clerk.*

Citation in error.

The United States of America, to Louis Lesassier, who resides in the parish and city of New Orleans, greeting:

You are hereby cited and admonished to be and appear at a Supreme Court of the United States, to be holden at the city of Washington on the first Monday of December next, pursuant to a writ of error filed in the clerk's office of the supreme court of the State of Louisiana, in a suit wherein Arthur Morgan Foley is plaintiff, and Samuel T. Harrison is defendant, and Louis Lesassier, intervenor; and wherein Arthur Morgan Foley is plaintiff in error, and you are defendant in error; to show cause, if any there be, why the judgment rendered against the said plaintiff in error, as in the said writ of error mentioned, should not be corrected, and why speedy justice should not be done to the parties in that behalf.

Witness the honorable Roger B. Taney, chief justice of the Supreme Court of the United States, this 28th day of August, in the year of our Lord one thousand eight hundred and fifty-two.

P. A. ROST,
Senior associate justice of the supreme court of Louisiana, the chief justice being absent.

Return.

Received October 18th, 1852, and on the 19th day of same month and year served copy of the within citation in error on Louis Lesassier personally. Returned October 20, 1852.

JAS. T. FRERET,
Sheriff of the parish of Orleans.

On the 19th day of October, 1852, served a copy of the within on Louis Lesassier in person.

R. SWAIN, *Deputy sheriff.*

Supreme court. Filed Oct. 22d, 1852.

J. McCULLOCH,
Deputy clerk.

UNITED STATES OF AMERICA,
Supreme court of the State of Louisiana, E. D.

I, Eugene Lasere, clerk of the supreme court of the State of Louisiana, for the eastern district, do hereby certify, that the foregoing one hundred and forty pages contain a true copy of the transcript of the proceedings had in the fifth district court of New Orleans, in a certain suit wherein Arthur M. Foley was plaintiff and Samuel T. Harrison was defendant, and Louis Lesassier, intervenor; and also of the proceedings had in this supreme court on the appeal taken by said Samuel T. Harrison and Louis Lesassier, which appeal is now on the files thereof under No. 1073.

In testimony whereof I have hereunto set my hand and affixed the [SEAL.] seal of the said court, at the city of New Orleans, this 20th day of November, A. D. 1852.

EUGENE LASERE, *Clerk.*

UNITED STATES OF AMERICA,
Supreme court of the State of Louisiana, E. D.

I, George Eustis, chief justice of the supreme court of the State of Louisiana, do hereby certify, that Eugene Lasere is clerk of the supreme court, for the eastern district, that the signature of Eugene Lasere, to the within certificate, is in the proper handwriting of him the said clerk; that the certificate is in due form of law; and that full faith and credit are due to all of his official acts as such.

In testimony whereof I have hereunto set my hand and seal, at the [SEAL.] city of New Orleans, this 20th day of November, A. D. 1852.

GEORGE EUSTIS.

ARTHUR M. FOLEY
vs.
S. T. HARRISON. } No. 425.

State of Louisiana, 5th district court of N. Orleans,

To S. Taylor, Dr.

To making survey by order of fifth district court, in the above entitled and numbered cause, viz:

To running lines and connexions, 263 lineal arpens, at 2s.	$65 75
" taking measurements for 77 lineal arpens ditches, at 2s.	19 25
" 20 corner posts, at $1 00 each - - - - -	20 00
" plat, containing five tracts represented, at $5 00 each	25 00

To duplicate of same, at $2 50 each - - - - -	12 50
" surveying and measuring 180 lineal arpens, without the lines of tract in dispute, in order to ascertain and verify the lines corners of the same, at 2s. - -	45 00
" services of two chain carriers 13 days, at $1 00 ea. p. day	26 00
" services of two men (to clear lines) 9 days, at $1 00 each per day - - - - - - - - -	18 00
" mileage in serving notices and making survey - -	9 00
" plat and field notes, procured from surveyor general's office - - - - - - - - - -	3 62
	$244 12

N. B. 70 arpens of line were rerun on account of the inaccuracy of some of the connexions given in the notes obtained from surveyor general's office, for which no charge is made.

S. TAYLOR, *U. S. L. S.*

[For plat see original, page 143.]

ARTHUR M. FOLEY vs. S. T. HARRISON. } No. 425.

STATE OF LOUISIANA,
Fifth district court of New Orleans.

Pursuant to an order of survey, dated March 1st, 1847, to me directed, from the honorable the fifth district court of New Orleans, in the above entitled and numbered cause, I notified the parties interested, proceeded to the ground on the 19th of April, and, on the 20th April, in conjunction with Mr. William G. Waller, surveyor of Baton Rouge, commenced the survey of the lands in dispute between the parties above named.

Survey of lot No. 2, section 3, township 11 south, range 13 east, S. E. district, Louisiana: Beginning, say at the northwest corner of section No. 10, whence old marked bearing trees, called for by notes from surveyor general's office, viz., water oak, north 75 west, 16 ls., ash, south 55 west, 33 ls., ash, south 8 east, 22 ls., and box elder, north 39 east, 60 ls., (with compass set at variation of 9° east;) east 20 25 chs. set stake, southeast corner of lot No. 2; whence a sweet gum, east 12 ls., forked gum, south 43 east, 19 ls., black gum, north 39½ east, 34 ls.; thence north 40 chs. set stake, northeast corner lot 2, whence gum 3 feet di., south 38 east, 13 ls , oak 13 in. di., north 15½ east, 15 ls.; thence west, 19.40 chs., to northwest corner lot 2, on line of Dubucle's claim, whence an elm 3½ [illegible], north 19 west, 43 ls., sweet gum 12 in. di., north 42 west, 31 [illegible] thence south 8° 10′ west, 5.05 chs., an old marked corner 14.50 chs. to stake at southeast Dubucle's claim, whence old marked trees, a sweet gum, north 2 west, 37

ls., cypress, north 77¼ east, 49 ls.; thence north 80° 50′ west, 16.87 chs. to corner on side line of Belly's claim, whence an ash, old marks, north 6 west, 90 ls., a gum 2 feet di., north 35 west, 46 ls.; thence, along Belly's claim, south 3° 48′ east, 28.34 chs., set stake for northwest corner section 9, whence an ash 12 in. di., south 66 east, 15 ls., an elm 13 in. di., south 6 west, 16 ls.; thence, along north boundary of section 9, north 89¾ east, 16.00 chs., to place of beginning—containing 126 $\frac{41}{100}$ acres.

Survey of lot 1: Beginning at southwest corner of same before noted; thence east, 19.40 chs. to stake, 42.90 chs. enter half cleared land not cultivated, 45.72 chs. cross fence 60 links south of northwest corner of Harrison improvement, 48.65 cross fence and leave improvement, 57 90 chs. to bayou Sigur, 59.06 chs. to a line now in dispute between Harrison and Adams; set post in bed of a branch of bayou Sigur, whence water oak 18 in. di., south 42 west. 61 ls., a sweet gum 16 in. di., north 27 east, 32 ls.; thence, along disputed [line] of Harrison and Adams, north 2 west, 37.82 chs. to stake set for township line, whence a sweet gum 3 feet di., north 33½ east, 69 ls., a hackberry 16 in. di., north 43 east, 60 ls., sweet gum 3½ feet di., south 51 east, 89 links; thence north, 89° 20′ west, 52.13 chains, to a stake for township line, whence a cypress 4 feet di., east 52 ls.; thence, along old line of Dubucle's claim, south 8° 10′ west, 38.80 chs., to southwest corner lot 1, the place of beginning—containing 211 $\frac{99}{100}$ acres.

Survey of west half section 10: Beginning at northwest corner of same before noted; thence east, 20.25 chs. to stake, 32.00 chs. to ditch, 4½ feet wide, 2 to 3 feet deep, 40.50 to old quart. sect. corner, whence hackbery ± north 56½ east, 24 ls., (from post east 32 ls. to ditch;) thence, from quarter section corner, south 0.90 ls. to ditch, 4 feet wide and 2 feet deep, being partly filled up, 3.00 chs. to cross ditch, 3 feet wide and 3 feet deep, 30.50 chs. to bayou Sigur, 40.00 chs. middle section 10, 70.80 chs. to Brier patch, 80.00 chs. set stake, southeast corner; thence west, 40.50 chs., to old section corner, southwest corner of section 10, whence old marked trees; thence north, between sections 9 and 10, 39.90 chs., to old quarter section corner, whence old marked trees; 79.80 to northwest corner, the place of beginning—containing 323 $\frac{60}{100}$ acres.

Survey of northwest quarter of section 15: Beginning at the northwest corner of same before noted; thence east, 40.50 chs., to stakes before noted; thence south, 13.50 chs., to dry bayou, 21.00 chs. leave field and enter woods, 40.30 chs. set stake middle section 15, whence a cypress 4 feet di., north 17 west, 4 ls., water oak 6 in. di., south 42 east, 17 ls.; thence west, 33 50 chs., to bayou Sigur, 40.50 chs. to old quarter section corner, whence mulberry, south 63 west, 19 ls., maple, north 45 east, 25 ls.; thence north, 40.40 chs., to place of beginning—containing 163 $\frac{40}{100}$ acres.

Survey of a fraction between northwest quarter of section 15 and the Pedro Belly claim: Beginning at the northwest corner of section 15; thence west, 10.17 chs , set stake on side line of the Belly claim,

whence cypress 4 feet di., north 27 west, 42 ls.; thence south, 3° 48′ east, along Belly's claim, 40.42 chs., set stake, whence an ash 13 in. di., south 31 east, 31 ls., red elm 8 in. di., north 47 west, 18 links; thence east, 7.29 chs., to old quarter section corner before noted; thence north, 40.40 chs., to place of beginning—containing 35 $\frac{2}{100}$ acres. See accompanying plat attached.

Sworn chain carriers.

Antoine Martinez, Hercules Gautran, Landry Babin, Thomas Norwood, William Parks.

SILAS TAYLOR,
U. S. dep. sur.

List of improvements embraced within lines of survey above described, viz:

6½	lineal arpens of ditch,	8	feet wide	by 3	feet deep.
4½	do do	8	do	by 3 to 3½	feet deep.
18	do do	4½	do	by 2 to 3	feet deep.
25	do do	4	do	by 2	feet deep.
23	do do	cross ditches, 3 feet wide by 3 feet deep.			
87	superficial acres of sugar cane.				
27½	do do of corn.				
63	do do of half cleared land, not in cultivation.				

SILAS TAYLOR, *U. S. D. S.*

ARTHUR M. FOLEY
vs.
S. T. HARRISON. } No. 425.

STATE OF LOUISIANA,
5th district court of New Orleans.

To Silas Taylor, Dr.

To making survey, by order of 5th district court, in the above entitled and numbered cause, viz:

To running lines and connexions, 263 lineal arpens, at 2s. -	$65 75
To taking measurements for 77 lineal arpens, ditches, at 2s.	19 25
To 20 corner posts, at $1 00 each - - - -	20 00
To plat containing 5 tracts, represented, at $5 00 each -	25 00
To duplicate of same, at $2 50 each - - -	12 50
To surveying and measuring 180 lineal arpens, without the lines, of tract in dispute, in order to ascertain and verify the lines and corners of the same, at 2s. - - -	45 00
To services of two chain carriers, 13 days, at $1 00 each per day - - - - - - - -	26 00
To services of two men, 9 days, at $1 00 each per day (to clear lines) - - - - - -	18 00

To mileage, in serving notices and making survey - -	9 00
To plat and field notes, procured from surveyor general's office - - - - - - - -	3 62
	$244 12

N. B. 70 arpens of line were re-run on account of the inaccuracy of some of the connexions given in the notes obtained from surveyor general's office, for which no charge is made.

S. TAYLOR, *U. S. D. S.*

[For map, see original, p. 144.]

ARTHUR M. FOLEY vs. S. T. HARRISON. } No. 425.

STATE OF LOUISIANA,
5th district court of New Orleans.

Pursuant to an order of survey, dated March 1st, 1847, to me directed, from the honorable the 5th district court of New Orleans, in the above entitled and numbered cause, I notified the parties interested, proceeded to the ground on the 19th of April, and on the 20th of April, in conjunction with Mr. William G. Waller, surveyor of Baton Rouge, commenced the survey of the lands in dispute between the parties above named.

Survey of lot 2, *of section* 3, *T.* 11, *R.* 13 *E., SE. district, La.*

Beginning at NW. corner of section 10, whence old marked bearing trees, called for by notes from surveyor general's office, viz: Water oak, N. 75 W., 16 links; ash, S. 55 W., 33 links; ash, S. 8 E., 22 links; and box elder, N. 39 E., 60 links, (with compass set at variation of 9° east;) E. 20.25 chains, set stake SE. corner of lot 2, whence a sweet gum, E., 12 links; forked gum S. 43 E., 19 links; black gum N. 39½ E., 34 links; thence north 40.00 chains, set stake NE. corner lot 2, whence gum, 3 feet diameter, S. 38 E., 13 links; oak, 13 inches diameter, N. 15½ E., 15 links; thence west, 19.40 chains, to NW. corner lot 2, on line of Dubucle's claim, whence an elm, 3½ feet diameter, N. 19 W., 43 links; sweet gum, 12 inches diameter, N. 42 W., 31 links; thence S. 8° 10′ W., 5.05 chains, an old marked corner, 14.50 chains to stake at SE. Dubucle's claim, whence old marked trees; a sweet gum, N. 2 W., 37 links, cypress, N. 77½ E., 49 links; thence N. 80° 50′ W., 16.87 chains, to corner on side line of Belly's claim, whence an ash, old marks, N. 6 W., 90 links, a gum, 2 feet diameter, N. 35 W., 46 links; thence along Belly's claim S. 3° 48′ E., 28.34 chains, set stake for NW. corner section 9, whence an ash, 12 inches diameter, S. 66 E., 15 links, an elm, 13 inches diameter, S. 6 W., 16 links; thence along north boundary of section 9 N. 89¼ E., 16.00 chains, to place of beginning—containing 126 $^{4}/_{10}$ acres.

Survey of lot No. 1

Beginning at SW. corner of same before noted; thence east 19.40 chains to stake; 42.90 chains enter ½ cleared land not cultivated; 45.72 chains, cross fence 60 links south of NW. corner of Harrison's improvement; 48.65 cross fence and leave improvement; 57.90 chains to bayou Sigur; 59.06 chains, to a line now in dispute between Harrison and Adams; set post in bed of a branch of bayou Sigur, whence water oak, 18 inches diameter, S. 42 W., 61 links, a sweet gum, 16 inches diameter, N. 27 E., 32 links; thence along disputed line of Harrison and Adams, N. 2 W., 37.82 chains, to stake set for township line, whence a sweet gum, 3 feet diameter, N. 33½ E., 69 links; a hackberry, 6 inches diameter, N. 43 E., 60 links; sweet gum, 3½ feet diameter, S. 51 E., 89 links; thence N. 89° 20′ W., 52.13 chains to a stake set for township line, whence a cypress, 4 feet diameter, E. 52 links; thence along old line of Dubucle's claim S. 8° 10′ W., 38.80 chains to SW. corner lot No. 1, the place of beginning—containing 211 $\frac{90}{100}$ acres.

Survey of west half section 10.

Beginning at NW. corner of same before noted; thence east 20.25 chains to stake, 32.00 chains to ditch 4½ feet wide, 2 to 3 feet deep, 40.50 chains to old ¼ section corner, whence hackberry, ± N. 56½ E., 24 links, (from post east 32 links to ditch;) thence from ¼ section corner S. 0.90 links to ditch, 4 feet wide and 2 feet deep, being partly filled up; 3 chains to cross ditch, 3 feet wide and 3 feet deep; 30.50 chains to bayou Sigur; 40.00 chains middle section No. 10; 70.80 chains to brier patch; 80.00 set stake SE. corner; thence west 40.50 chains to old section corner, SW. corner of section No. 10, whence old marked trees; thence north, between sections 9 and 10, 39.90 chains, to old ¼ section corner, whence old marked trees; 79.80 chains to NW. corner, the place of beginning—containing 323 $\frac{60}{100}$ acres.

Survey of northwest quarter of section No. 15.

Beginning at the NW. corner of same before noted; thence east 40.50 chains to stake before noted; thence south 13.50 chains to "dry bayou;" 21.00 chains, leave field and enter woods; 40.30 chains set stake middle section 15, whence a cypress, 4 feet diameter, N. 17 W., 4 links; water oak, 6 inches diameter, S. 42 E., 17 links; thence west 33.50 chains to bayou Sigur; 40.50 chains to old ¼ section corner, whence mulberry S. 63 W., 19 links, maple N. 45 E., 25 links; thence north 40.40 chains to place of beginning; containing 163 $\frac{42}{100}$ acres.

Survey of a fraction between NW. quarter of section 15 *and the Pedro Belly claim.*

Beginning at the NW. corner of section 15; thence west 10.17 chains set stake on side line of the Belly claim, whence cypress, 4

feet diameter, N. 27 W., 42 links; thence S. 3° 48′ E., along Belly's claim; 40.42 chains set stakes, whence an ash, 13 inches diameter, S. 31 E., 31 links; red elm, 8 inches diameter, N. 47 W., 18 links; thence east 7.29 chains to old ¼ section corner before noted; thence north 40.40 chains to place of beginning—containing 35 $\frac{7}{100}$ acres. See accompanying plan attached.

Sworn chain carriers.

Antoine Martines, Hercules Gautran, Landry Babin, Thomas Norwood, William Parks.

SILAS TAYLOR,
U. S. deputy surveyor.

Donaldsonville, 7th June, 1847.

List of improvements embraced within lines of survey above described, viz:

6½	lineal arpens	of ditch,	8 feet wide by 3 feet deep.
4½	do.	do.	8 feet wide by 3 to 3½ feet deep.
18	do.	do.	4½ feet wide by 2 to 3 feet deep.
25	do.	do.	4 feet wide by 2 feet deep.
23	do.	do.	cross ditches, 3 feet wide by 3 feet deep.
87	do.	do.	of post and rail fence.
79	superficial acres	of	sugar cane.
27½	do.	do.	of corn.
63	do.	do	of half cleared land, not cultivated.

SILAS TAYLOR,
U. S. deputy surveyor.

(For map, see original, p. 145.)

STATE OF LOUISIANA,
5th district court of New Orleans.

ARTHUR M. FOLEY
vs.
S. T. HARRISON. } No. 425.

Pursuant to an order of survey dated March 24th, 1847, (being an amendment of an order dated March 1st, 1847,) to me directed, from the honorable the 5th district court of New Orleans, in the above entitled and numbered cause, I notified the parties interested by mail, proceeded to the ground on the 19th of April, and on the 20th of April, in conjunction with Mr. Silas Taylor, surveyor of Donaldsonville, commenced the survey of the lands in dispute between the parties above named.

Survey of lot No. 2, sec. No. 3, T. 11 S., R. 13 E., SE. dist. La.

Beginning, say at the NW. cor. of sec. No. 10, whence old marked bearing trees, called for by notes from surveyor general's office, viz.,

Water oak, N. 75 W. 16 ls., ash, S. 55 W. 33 ls., ash, S. 8 E. 22 ls., and box elder, N. 39 E. 60 ls.; thence, (with compass set at a variation of 9° east,) east 20.25 set stk., S. E. cor. of lot No. 2, whence a sweet gum, east 12 ls., a forked gum, S. 43 E. 19 ls., and black gum, N. 39½ E. 34 ls.; thence, north 40.00 set stk. NE. cor. lot No. 2, whence, gum 3 ft. dia. S. 38 E. 13 ls., oak, 13 in. dia. N. 15½ E. 15 ls.; thence, west 19.40, to NW. cor. lot No. 2, on line of Dubucle claim, whence an elm, 3½ ft. dia., N. 19 W. 43 ls., sweet gum 12 in. dia., N. 42 W., 31 ls.; thence S. 8° 10′ W. 5.05, an old marked cor. 14.50 to stake at S. E. cor. Dubucle claim, whence old marked trees, a sweet gum N. 2 W., 37 ls., and cypress N. 77½ E. 49 ls.; thence, N. 80° 50′ W., 16.87, to cor. on side line of Belly claim, whence an ash, old marks, N. 6 W., 90 ls., a gum 2 ft. dia.; N. 35 W., 46 ls.; thence along Belly claim, S. 3° 48′ E., 28.34 set stake for NW. cor. sec. 9, whence an ash 12 in. dia. S. 66 E., 15ls., an elm 13 in. dia., S. 6 W., 16 ls.; thence along north boundary of section 9, N. 89¾ E. 16.00 to place of beginning—containing 126 $\frac{41}{100}$ acres.

Survey of lot No. 1, *section No.* 3.

Beginning at SW. cor. of same before noted; thence east 19.40 to stake, 42.90 enter ½ cleared land not cultivated, 45.72 cross fence 60 ls., south of NW. cor. of S. T. Harrison's improvement, 48.65 cross fence, and leave improvement, 57.90 to road, 58.40 to bayou Sigur, 59.06 to a line now in dispute between S. T. Harrison and C. Adams, set post in bed of branch of bayou Sigur, whence a water oak 18 in. dia., S. 42 W. 61 ls., a sweet gum 16 in. dia., N. 27 E. 32 ls.; thence along disputed line of Harrison and Adams, N. 2 W. 37.82 to a stake set for township line, whence a sweet gum 3 ft. dia., N. 33½ E. 69 ls., a hackberry 6 in. dia., N 43 E. 60 ls., and a sweet gum 3½ ft. dia., S. 51 E. 89 ls.; thence N. 89° 20′ W., 52.13 to a stake set for township line, whence a cypress 4 ft. dia., east 52 ls.; thence along old line of Dubucle claim, S. 8° 10′ W. 38.80 to SW. cor. lot No. 1, place of beginning—containing 211 $\frac{99}{100}$ acres.

Survey of west ½ *of section* 10.

Beginning at the NW. cor. of same before noted; thence, east 20.25 to stake, 32.00 to ditch 4½ ft. wide, and 2 to 3 ft. deep, 40.50 to old ¼ sec. cor. marked a hackberry ± N. 56½ E. 24 ls. (from post east 32 ls. to ditch;) thence from ¼ sec. cor. south 0.90 ditch 4 ft. wide and 2 ft. deep, being partly filled up; 3.00 to cross ditch 3 feet wide, and 3 feet deep; 30.50 to bayou Sigur, 40.00 middle of sec. 10, 70.80 to brier patch, 80.00 set stake, SE. cor.; thence, west 40.50 to old SW. cor. of sec. 10, whence old marked trees; thence, north between sec. 9 and 10, 39.90 to old ¼ sec. cor., whence old marked trees, 79.80 to NW. cor., place of beginning—containing 323 $\frac{60}{100}$ acres.

Survey of northwest ¼ *section* 15.

Beginning at the NW. cor. of the same before noted; thence east,

40.50 to stake, before noted; thence south, 13.50 to "dry Bayou," 21.00 leave field and enter woods, 40.30 set stake middle of sec. 15, whence a cypress 4 ft. dia., N. 17 W. ls., a water oak 6 in. dia., S. 42 E. 17 ls.; thence west, 33.50 to bayou Sigur, 40.50 to old $\frac{1}{4}$ sec. cor., whence mulberry, S. 63 W. 19 ls., maple, N. 45 E. 25 ls.; thence north, 40.40, to place of beginning—containing 163 $\frac{4.5}{100}$ acres.

Survey of a fraction between NW. $\frac{1}{4}$ of section 15, and Pedro Belly claim.

Beginning at NW. cor. of sec. 15; thence west, 10.17 set stake on side line of Pedro Belly claim, whence a cypress 4 ft. dia., N. 27 W. 42 ls.; thence S. 3° 48′ E., along Belly claim 40.42 set stake, whence an ash 13 in. dia., S. 31 E. 31 ls., a red elm 8 in. dia., N. 47 W. 18 ls.; thence east, 7.29 to old cor. before noted; thence north, 40.40 to place of beginning—containing 35 $\frac{2.7}{100}$ acres.

See accompanying plan attached.

WILLIAM G. WALLER,
Surveyor and civil engineer.

Baton Rouge, La., *June 7th*, 1847.

Sworn chain carriers.

Antoine Martinez, Hercules Gautrean, Thomas Norwood, Landry Babin, William Parks.

List of improvements embraced within lines of survey above described, viz:

6½	lineal arpens	of	ditch,	8 feet wide	by 3 feet deep.
4½	do	do	8	do	by 3 to 3½ feet deep.
18	do	do	4½	do	by 2 to 3 feet deep.
25	do	do	4	do	by 2 feet deep.
23	do	do	cross ditches, 3 feet wide by 3 feet deep.		
87	do	do	post and rail fence.		
79	superficial acres	of	sugar cane.		
27½	do	do	of corn.		
63	do	do	of half cleared land, not cultivated.		

WILLIAM G. WALLER,
Surveyor, &c.

The foregoing field notes and plat attached are a true copy of the original on file in our office at Baton Rouge.

HENRY & WILLIAM G. WALLER,
Surveyors and civil engineers, Baton Rouge, La.

(For map, see page 146 of the original.)

STATE OF LOUISIANA,
5th district court of New Orleans.

ARTHUR M. FOLEY
vs.
S. T. HARRISON. } No. 425.

Pursuant to an order of survey dated March 24th, 1847, (being an amendment of an order dated March 1st, 1847,) to me directed, from the honorable the 5th district court of New Orleans, in the above entitled and numbered cause, I notified the parties interested, by mail, proceeded to the ground on the 19th of April, and on the 20th April, in conjunction with Mr. Silas Taylor, surveyor of Donaldsonville, commenced the survey of the lands in dispute between the parties above named.

Survey of lot No 2, sec. No. 3, T. 11. S., R. 13 E., SE. dist. La.

Beginning, say at the NW. corner of sec. No. 10, whence old marked bearing trees, called for by notes from surveyor general's office, viz: Water oak, N. 75 W. 16 ls.; ash, S. 55 W. 33 ls.; ash, S. 8 E. 22 ls.; and box elder, N. 39 E. 60 ls.; thence (with compass set at a variation of 9° east,) east 20.25 set stk., SE. corner of lot No. 2, whence a sweet gum east 12 ls., a forked gum S. 43 E. 19 ls., and black gum N. 39½ E. 34 ls.; thence north 40.00 set stk. NE. cor. lot No. 2, whence gum 3 ft. dia. S. 38 E. 13 ls., oak 13 in. dia. N. 15½ E. 15 ls.; thence west 19.40 to NW. corner lot No. 2, on line of Dubucle claim, whence an elm 3½ ft. dia., N. 19 W. 43 ls., sweet gum 12 in. dia. N. 42 W. 31 ls.; thence S. 8° 10′ W. 5.05 an old mkd. cor. 14.50, to stk. at SE. cor. Dubucle claim, whence old mkd. trees, a sweet gum N. 2 W. 37 ls., and cypress N. 77½ E. 49 ls.; thence N. 80° 50′ W. 16.87 to corner on side line of Belly claim, whence an ash, old marks, N. 6 W. 90 ls., a gum 2 ft. dia. N. 35 W. 46 ls.; thence along Belly claim, S. 3° 48′ E. 28.34 set stake for N. W. corner sec. 9, whence an ash 12 in dia. S. 86 E. 15 ls., an elm 13 in. dia. S. 6 W. 16 ls.; thence along north boundary of sec. 9, N. 89¾ E. 16.00 to place of beginning—containing $126\frac{41}{100}$ acres.

Survey of lot No. 1, sec. No. 3.

Beginning at SW. corner of same before noted; thence east, 19.40 to stake, 42 90 enter half-cleared land not cultivated, 45.72 cross fence 60 ls. south of NW. corner of S. T. Harrison's improvement, 48.65 cross fence and leave improvement, 57.90 to road, 58.40 to bayou Sigur, 59.06 to a line now in dispute between S. T. Harrison and C. Adams, set post in bed of a branch of bayou Sigur, whence a

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University Library

water oak, 18 in. dia., S. 42 W. 61 ls., a sweet gum 16 in. dia., N. 27 E., 32 ls.; thence along disputed line of Harrison and Adams, N. 2 W., 37.82 to stake set for township line, whence a sweet gum 3 ft. di., N. 33½ E., 69 ls., a hackberry 6 in. dia., N. 43 E., 60 ls., and a sweet gum 3½ ft. dia. S. 51 E., 89 ls.; thence N. 89° 20′ W., 52.13 to a stake set for township line, whence a cypress 4 ft. dia, east 52 links; thence along old line of Dubucle claim S. 8° 10′ W., 38.80 to SW. corner lot No. 1, place of beginning—containing $211\frac{90}{100}$ acres.

Survey of west half of section 10.

Beginning at the NW. corner of same before noted; thence east 20.25 to stake, 32.00 to ditch 4½ feet wide and 2 to 3 feet deep, 40.50 to old quarter section corner marked a hackberry ≡ N. 56½ E., 24 ls. (from post, east 32 ls. to ditch;) thence from quarter section corner, south 0.90, ditch 4 feet wide and 2 feet deep, being partly filled up, 3.00 to cross ditch 3 feet wide and 3 feet deep, 30.50 to bayou Sigur, 40.00 middle of section 10, 70.80 to brier patch, 80.00 set stake SE. corner; thence west 40.50 to old cor. SW. of section 10, whence old marked trees; thence north, between sections 9 and 10, 39.90 to old quarter section corner, whence old marked trees, 79.80 to NW. corner, place of beginning—containing $323\frac{60}{100}$ acres.

Survey of NW. quarter section 15.

Beginning at the NW. corner of the same before noted; thence east 40.50 to stake before noted; thence south 13.50 to "dry bayou," 21.00 leave field and enter woods, 40.30 set stake middle of section 15, whence a cypress 4 feet diameter, N. 17 W., 4 ls., a water oak 6 inches diameter, S. 42 E., 17 links; thence west 33.50 to bayou Sigur, 40.50 to old quarter section corner, whence mulberry, S. 63 W., 19 links, maple N. 45 E., 25 links; thence north 40.40 to place of beginning—containing $163\frac{42}{100}$ acres.

Survey of a fraction between northwest quarter of section 15 *and Pedro Belly claim.*

Beginning at NW. corner of section 15; thence west 10.17. set stake on side line of of Pedro Belly claim, whence a cypress 4 feet diameter N. 27 W., 42 links; thence S. 3.48 E., along Belly claim, 40.42 set stake, whence an ash 13 inches diameter, S. 31 E., 31 links, a red elm 8 inches diameter, N. 47 W., 18 links; thence east 7.29 to old corner before noted; thence north 40.40, to place of beginning—containing $35\frac{27}{100}$ acres.

See accompanying plan attached.

WILLIAM G. WALLER,
Surveyor and civil engineer.

BATON ROUGE, LA., *June 7th*, 1847.